



ADI
6866 Pine Forest Road, Suite B, Pensacola, FL 32526
800-662-8313 • www.adialarms.com

SERVICE AND INSTALLATION AGREEMENT (SIA)

A) CUSTOMER INFORMATION

THIS AGREEMENT is made this date of transaction _____ by and between ADI LLC (Your alarm COMPANY) and _____

("Customer", "You", or "Your") for the monitoring and/or repair services at Address _____

City _____ State _____ Zip _____ County _____

Email _____ (Required for Auto Debit and/or Credit/Debit Card Payment)

B) EQUIPMENT INFORMATION

LOCATION: _____	<input type="checkbox"/> L3000	<input type="checkbox"/> L5100	<input type="checkbox"/> LTOUCH	<input type="checkbox"/> GO Panel v2	<input type="checkbox"/> GO Panel v3	<input type="checkbox"/> Vista/SEM	<input type="checkbox"/> Vista/GSM	<input type="checkbox"/> Other	<input type="checkbox"/> DSC												
PLAN TYPE:	<input type="checkbox"/> Phone Line	<input type="checkbox"/> Wi-Fi Card	<input type="checkbox"/> Cell Primary	<input type="checkbox"/> Basic Interactive	<input type="checkbox"/> Interactive Automation	<input type="checkbox"/> Interactive Gold	<input type="checkbox"/> Interactive Pro Video														
IP CAM	DVR		Doorlocks			Thermostat		Doorbell CAM													
<input type="checkbox"/> Honeywell WO WI	<input type="checkbox"/> Honeywell/AVYCON		<table><tr><td></td><td>Brass (004)</td><td>Nickel (005)</td><td>Bronze (006)</td></tr><tr><td>Deadbolt</td><td></td><td></td><td></td></tr><tr><td>Handle</td><td></td><td></td><td></td></tr></table>				Brass (004)	Nickel (005)	Bronze (006)	Deadbolt				Handle				<input type="checkbox"/> Honeywell		<input type="checkbox"/> Honeywell	
	Brass (004)	Nickel (005)	Bronze (006)																		
Deadbolt																					
Handle																					
<input type="checkbox"/> Alarm.com WO WI	<input type="checkbox"/> Other					<input type="checkbox"/> Alarm.com		<input type="checkbox"/> Alarm.com													

C) EMERGENCY CONTACT INFORMATION

Premises or Primary Number #		2ND CALL VERIFICATION PHONE #	2ND CALL VERIFICATION NAME	*PHONE TYPE
Special Notes:			CROSS STREET / DEVELOPMENT	
EMERGENCY CONTACTS (At least 1 contact is required)				
FIRST NAME		LAST NAME	PHONE NUMBER (Include Area Code)	* KEYHOLDER
				<input type="checkbox"/> YES <input type="checkbox"/> NO
FIRST NAME		LAST NAME	PHONE NUMBER (Include Area Code)	<input type="checkbox"/> YES <input type="checkbox"/> NO
PASSWORD (Word/Number Combination – 10 characters or less)		Social Security # and Date Of Birth:		* You agree that We may store this information to verify Your identity in order to access Your account information.

The city or county in which the Premises is located may require that You obtain a permit for the use and monitoring of an alarm system. Local authorities may not respond to alarm notifications until all permits or licenses for use of the alarm system have been obtained, and therefore We may not begin monitoring until You have obtained, at Your expense, all necessary permits or licenses, and provided Us with the license or permit number.

D) MONTHLY SERVICE FEES

You agree to pay Us the following fees in connection with the Services sold hereunder:

1) Monthly Service Fee: \$ _____

2) Activation Fee: \$ _____

3) Additional terms pertaining to fees: (a) The fees listed above are independent of, and in addition to, any sales and installation fees pursuant to the "SIA", defined below; (b) The fees listed above may be subject to applicable tax; (c) We may elect not to start or perform the Services until the fees due to Us are paid in full; (d) If You fail to make any payment when due, We may discontinue the Services, terminate this Agreement, and recover any permissible damages; (e) We have the right, at any time, to increase the Monthly Service Fee to reflect any additional or increased taxes, licenses, permits, or fees; (f) We may increase the Monthly Service Fee during any renewal term for any other reason pursuant to Section 13.

4) Any repair work outside of the Extended Repair Services shall be billed on a time and materials basis at the time of the service pursuant to a work order. All such work shall be subject to the terms of this Agreement. After warranty repairs, to the extent the Extended Repair Service is not selected, shall be handled as provided in Section 4 hereof.

E) TERM AND EARLY TERMINATION

The initial term of this Agreement is 60 months.

The initial term commences on the day Service begins (or such other date required by applicable law). THIS AGREEMENT WILL AUTOMATICALLY CONTINUE FOR SUCCESSIVE 60 MONTH RENEWAL TERMS, UNLESS WE RECEIVE A WRITTEN NOTICE OF CANCELLATION FROM YOU AT 6866 PINE FOREST RD. STE B, PENSACOLA, FL 32526.

UPON THE EXECUTING OF THIS AGREEMENT, IF NO WRITTEN CANCELLATION IS RECIEVED WITHIN 90 DAYS FROM THE DATE OF THE ORIGINAL INSTALLATION AGREEMENT YOU WILL BE RESPONSIBLE FOR THE PERFORMANCE OF ALL OBILGATIONS UNDER THE CONTRACT.

If you do not fulfill the initial term of the monitoring agreement, you will be invoiced for the installation and the full retail cost of the equipment (\$2810).

Purchase of the system. Company agrees to scheduel and install an alarm system and/or devices below in connection with a Monitoring Agreement which customer will recieve at the time of installation. Customer hereby agrees to lease the alarm system described below and incorported herein for all purposes by this reference (the System/Services"), in accordance with the terms and conditions set forth.

Client verifies that they are owners of the property listed above. In the event the system has to be removed, Client agrees and understands that there will be an additional \$299.00 restocking/removal fee. Client understands that this New Monitoring Agreement through our central station is not affiliated nor has any bearing on the monitoring services currently or previously initiated by Client with other alarm companies. By signing this Installation agreement, Client agrees and understands that they have read the above requirements and would like to take advantage of our the monitoring services to discount the alarm installation, consultaton cost and equipment cost.

F) BILLING

You agree to pay the Monthly Service Fee designated in Section D in advance on the first day of each billing cycle during the term; provided that Your first payment is not due until the later of installation or activation. You agree to pay the Monthly Service Fee by one of the following methods (initial one). If You chose payment method 3 or change to payment method 3 during the Agreement, Your Monthly Service Fee will be increased by \$3.

1) Monthly Auto Debit:
Checking Account #: _____ ABA #: _____

2) Monthly Credit/Debit Card: ☐ Visa ☐ MC ☐ Dis ☐ AmEx Name on card: _____
Acct #: _____ Security Code: _____ Exp. Date: _____

3) Monthly Paper Invoice (If "Bill To" address is different than Premises address, please indicate same in Special Conditions section below.)

G) SPECIAL CONDITIONS

H) OFFICE ONLY INFORMATION

Circuit #:	Approval Code:
Cust. #:	Dealer:
Site #:	Score:

I) SEVEN DAY ORIENTATION PERIOD

Studies have shown that a high number of new alarm system owners have false dispatches when they first have their system installed. In orderfor You to become more familiar with Your System without fear that the police dispatched, We have implemented a "7 Day Customer Orientation Period." We encourage You to use this time to practice and train others that will have access to the System (cleaners, babysitters, temporary users). FOR 7 DAYS YOUR SYSTEM WILL BE IN A SUSPENDED MODE. WE WILL NOT DISPATCH AUTHORITIES FOR INTRUSION OR PANIC ALARMS, BUT WILL ONLY CALL YOUR PREMISES TO DETERMINE IF ASSISTANCE IS NEEDED. Your System will go online for live dispatch seven (7) days following the activation of the System in Our Central Monitoring Center (the "Center").

***There will be a \$25 late fee for any payments made after the 14 day grace period.

If your system has been disconnected for non-payment, there will be a \$99 reconnection fee.

A \$35 charge will be added for stop payments or bank returns for NSF for checks and credit card payments.

An interest rate of 18% will be applied to any unpaid balance.***

J) COST DUE AT SIGNING

Payment will be processed before system has been activated.	
Equipment Cost	\$
One Time Activation Fee	\$
1st Month's Monitoring	\$
Total Due	\$

K) SIGNATURES

If the Premises are jointly owned, and if all owners cannot personally execute this Agreement, the Customer whose signature appears on the line below warrants that he/she was granted power of attorney by the remaining owner(s) of the Premises to execute this Agreement on behalf of the remaining owner(s).

BY:

<div></div> <div>COMPANY REPRESENTATIVE APPROVAL</div>	<div></div> <div>CUSTOMER SIGNATURE</div>	<div></div> <div>CUSTOMER SIGNATURE</div>
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NOTICE OF CANCELLATION of Authorized Dealer Monitoring and Repair Agreement and Authorized Dealer Sales and Installation Agreement

Date of Transaction:

You may CANCEL this transaction, within THREE BUSINESS DAYS from the above date. If You cancel, You must make available to Us 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 Our instructions regarding the return shipment of the goods at Your expense and risk. WITHIN TEN BUSINESS DAY of cancellation request.

If You cancel, you authorize a draft of \$299 for processing for deactivation and restocking of devices.

If you fail to make the goods available to Us, or if You agree to return the goods to Us 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 postmarket, dated copy of this Notice of Cancellation or any other written notice to ADI, 6866 Pine Forest Road, Suite B, Pensacola, FL 32526,

NOT LATER THAN MIDNIGHT OF (date).

I HEREBY CANCEL THIS TRANSACTION: _____

CUSTOMER SIGNATURE _____ DATE _____

CUSTOMER'S NAME _____ CUSTOMER'S ADDRESS _____ CUSTOMER'S PHONE NUMBER _____

GENERAL TERMS AND CONDITIONS

1. EQUIPMENT AND DEVICES TO THIS AGREEMENT.

The peripherals of such security system remains the property of ADI or its assignee, (a) nSmart, becomes a party to this Agreement and is afforded all of the rights and protections of Dealer hereunder and (b) assignee assumes all of Dealer's duties toward You, as those duties are more fully described below.

2. We will provide the above services (the "Services") for the security system (the "System") in accordance with the terms of this Agreement. The extended repair service referenced above is included within the definition of Services, and may be referred to as the "Extended Repair Service." Any additional, authorized equipment connected to the System will be part of the System, and shall be governed by the terms of the Authorized Dealer Sales and Installation Agreement between You and Us (the "SIA"). If equipment is added such that the total value of additional equipment exceeds \$2,000.00, the Monthly Service Fee may include an increased fee for the Extended Repair Service.

3. LIMITATION OF LIABILITY. THIS SECTION LIMITS OUR LIABILITY TO \$500.00 IF YOU OR ANYONE ELSE SUFFERS ANY HARM BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU AGREE THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC CHARGE TO US AS SET FORTH IN AN ATTACHED RIDER. YOU HAVE SELECTED THE SYSTEM AND SERVICE WITH A FULL UNDERSTANDING OF THEIR LIMITATIONS AND THEIR LIMITATION OF OUR LIABILITY.

3.1. **WE ARE NOT AN INSURER; LIMITATION OF LIABILITY.** YOU UNDERSTAND THAT (a) WE ARE NOT AN INSURER OF YOUR PROPERTY OR PERSONAL SAFETY; (b) YOU SHOULD INSURE YOUR PREMISES AND ITS CONTENTS; (c) THE AMOUNT YOU PAY TO US AND OUR LIMITED LIABILITY ARE BASED ONLY ON THE VALUE OF THE SYSTEM AND SERVICES; (d) THE SYSTEM AND ALARM RESPONSE MAY NOT ALWAYS OPERATE PROPERLY; and (e) IT IS DIFFICULT TO DETERMINE IN ADVANCE (i) THE VALUE OF YOUR PROPERTY; (ii) HOW FAST EMERGENCY SERVICES WOULD RESPOND TO AN ALARM SIGNAL; AND (iii) WHAT PORTION OF ANY LOSS OR INJURY WOULD BE CAUSED BY A FAILURE (INCLUDING NEGLIGENCE). TO THE EXTENT PERMITTED BY LAW, AND UNLESS PROHIBITED BY LAW, **YOU AGREE THAT OUR LIABILITY SHALL BE LIMITED TO \$500.00, OR SUCH HIGHER AMOUNT AS IDENTIFIED IN THE SPECIFIC RIDER ATTACHED TO THIS AGREEMENT,** AND THAT THIS SHALL BE YOUR ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY IS USED TO DETERMINE THAT WE WERE LIABLE FOR THE INJURY OR LOSS.

3.2. **THIRD PARTY INDEMNIFICATION AND SUBROGATION.** TO THE EXTENT PERMITTED BY LAW, AND UNLESS PROHIBIT BY LAW, IF ANY PERSON OTHER THAN YOU ASKS US TO PAY FOR DAMAGES, YOU WILL PAY US (a) ANY AMOUNT WHICH A COURT ORDERS US TO PAY OR WHICH WE REASONABLY AGREE TO PAY, AND (b) THE AMOUNT OF OUR REASONABLE ATTORNEYS' FEES AND COSTS. YOUR OBLIGATION TO PAY SHALL NOT APPLY IF THE DAMAGES OCCUR WHILE ONE OF OUR EMPLOYEES OR SUBCONTRACTORS IS AT YOUR PREMISES AND SOLELY CAUSES SUCH DAMAGE. TO THE EXTENT PERMITTED BY LAW, AND UNLESS PROHIBITED BY LAW, YOU AGREE TO (y) RELEASE US FROM ANY CLAIMS OF ANY PARTIES SUING THROUGH YOUR AUTHORITY OR IN YOUR NAME (e.g. INSURANCE COMPANY), AND (z) DEFEND US AGAINST ANY SUCH CLAIM. YOU AGREE TO NOTIFY YOUR INSURANCE COMPANY OF YOUR OBLIGATIONS HEREIN.

4. LIMITED WARRANTY.

4.1. **WHAT IS COVERED.** FOR NINETY (90) DAYS FROM THE DATE OF THIS AGREEMENT, WE WILL REPAIR OR REPLACE ANY PART OF THE SYSTEM INSTALLED BY US, WE DETERMINE IS DEFECTIVE WITHOUT CHARGE TO YOU PURSUANT TO THE TERMS OF THE SIA. UNDER THE TERMS OF THE EXTENDED REPAIR SERVICE, WE WILL CONTINUE TO REPAIR OR REPLACE ANY PART OF THE SYSTEM INSTALLED BY US, AS STATED ABOVE, WITHOUT CHARGE TO YOU DURING THE TERM OF THIS AGREEMENT. IF THE EXTENDED REPAIR SERVICE IS REJECTED, WE WILL CONTINUE TO PROVIDE REPAIR SERVICE AT OUR STANDARD RATES FOR TIME AND MATERIALS. WE CAN USE NEW OR USED PARTS OF THE SAME QUALITY AND WE MAY KEEP ANY REPLACED PARTS. YOU AGREE TO PAY US A FEE of UP TO \$65.00 FEE FOR EACH SERVICE CALL.

4.2. **AFTER WARRANTY REPAIR SERVICE.** IF YOU DID NOT ELECT THE EXTENDED REPAIR SERVICE, WE WILL CONTINUE TO PROVIDE REPAIR SERVICE AT OUR STANDARD RATES FOR TIME AND MATERIALS. YOU AGREE TO A \$25.00 FEE AND A MINIMUM VISIT CHARGE FOR EACH NON-WARRANTY SERVICE CALL.

4.3. **HOW TO GET SERVICE:** CALL OUR CUSTOMER SERVICE DEPARTMENT AT 1-800-662.8313. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL SERVICE HOURS EXCLUDING HOLIDAYS. SERVICE IS AVAILABLE AT OTHER TIMES AT OUR PREMIUM LABOR RATE.

4.4. **WHAT IS NOT INCLUDED:** BATTERIES, FIRE ALARM TESTS, INSPECTIONS AND/OR REPAIRS THAT ARE DUE TO AN ACCIDENT, YOUR MISUSE, FAILURE TO PROPERLY MAINTAIN OR UNAUTHORIZED REPAIRS OR CHANGES TO THE SYSTEM. WE WILL PROVIDE SUCH REPAIRS AT OUR PREVAILING RATES. THE CAMERA SYSTEM AND/OR HOME AUTOMATION SYSTEM ARE NOT INCLUDED IN THE EXTENDED REPAIR SERVICE AND HAVE A LIMITED WARRANTY OF NINETY (90) DAYS PURSUANT TO THE SIA. EXTENDED REPAIR SERVICE FOR THE CAMERA SYSTEM MAY BE PURCHASED FOR AN ADDITIONAL FEE TO BE INCLUDED IN THE MONTHLY SERVICE FEE.

4.5. **WAIVER OF IMPLIED WARRANTIES.** TO THE EXTENT PERMITTED BY LAW AND UNLESS PROHIBITED BY LAW, WE MAKE NO OTHER EXPRESS OR IMPLIED WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR PREVENT, ANY INTRUSION, FIRE, OR OTHER EMERGENCY. WE HAVE NO CONTROL OVER THE RESPONSE TIME OF EMERGENCY SERVICES OR OTHER PERSONS. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED, OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. **THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE, A PREEXISTING CONDITION, OR ANY OTHER REASON EXCEPT IF WE DETERMINE THAT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION EXISTS. TO THE EXTENT PERMITTED BY LAW, AND UNLESS PROHIBITED BY LAW, ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. TO THE EXTENT PERMITTED BY LAW, AND UNLESS PROHIBITED BY LAW, WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.**

4.6. **STATE LAW:** THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION(S) AND/OR EXCLUSION(S) MAY NOT APPLY TO YOU.

5. **RECEIPT OF COPY.** You acknowledge that You have received a completed copy of this Agreement and all attachments, including two copies of the Notice of Cancellation form. All of the terms on each page of this Agreement and on all other attachments are part of this Agreement. You acknowledge that You have read them before signing on page one.

6. **CREDIT REPORT NOTICE.** You acknowledge that, prior to signing this Agreement, You were provided a Credit Report Notice to alert You that a copy of Your credit report may have been requested and as a result of Your credit history, the terms offered to You may be less favorable than the terms offered to customers who have better credit histories. We and Our representatives may investigate independently and/or share Your credit record, and report any address discrepancy and Your payment performance under this Agreement to credit agencies and credit reporting services.

7. **SYSTEM MONITORING SERVICE; RESPONSE.** We shall connect the System(s) to Our Center. We use enhanced call verification for processing burglar alarm signals wherein We will first try to contact You at Your Pre-Dispatch Verification Phone Number, and if there is no answer We will call Your 2nd Call Verification Number. If there is no answer to either of these calls, or the person contacted indicates that an emergency exists, We will attempt to notify the appropriate emergency personnel ("Authority"). We will also attempt to contact one of Your Emergency Contacts to advise them that the Authority has been notified. When a fire or medical emergency alarm signal is received, We will first try to contact You at Your Pre-Dispatch Verification Phone Number, and if there is no answer or the person contacted indicates that an emergency exists, We will attempt to notify the Authority. We will also attempt to contact one of Your Emergency Contacts to advise them that the Authority has been notified. When a panic alarm signal is received, We will try to contact You at Your Pre-Dispatch Verification Phone Number, and if there is no answer, or the person contacted indicates that an emergency exists, We will attempt to notify the Authority. If a hold-up/duress alarm signal is received, Our only call will be to attempt to notify the Authority. We will not attempt to notify You or any of Your Emergency Contacts for panic or hold-up/duress alarm signals. If We receive an abort message after notifying the Authority, We will attempt to rescind the notification. If the Authority has a non-response policy or requires verification of the alarm before responding, the Center will not notify the Authority but shall only attempt to notify You, an Emergency Contact, and/or a guard service if You are required to subscribe to such a service. If You, Your Emergency Contact, or the guard service advises the Center that an emergency condition exists, the Center will attempt to notify the Authority. When a non-emergency signal is received, the Center will attempt to contact You or the first Emergency Contact but will not notify the Authority. THE MEDICAL EMERGENCY FEATURE OF THE SYSTEM CAN ONLY BE ACTIVATED MANUALLY. THERE ARE ALTERNATIVES AVAILABLE TO YOU SUCH AS 911 EMERGENCY SERVICES. Upon notice to You, We may modify or discontinue any monitoring or response service due to governmental or insurance requirements. The above procedures are subject to modification or revision at Our discretion. Except as required to provide the Services that You have selected, We will not otherwise monitor Your Premises.

7.1 **GUARD SERVICE.** If the Authority requires verification of an emergency by a guard service You agree to subscribe to such service. We may charge an additional Monthly Service Fee as necessary based on Our cost to provide such service. You agree to pay Us a \$65.00 trip fee each time We dispatch the guard service.

7.2. **CAMERA SYSTEMS.** If you have purchased a camera system and associated video storage (the "Camera System"), such Service will be provided by a subcontractor that will provide specialized video security Services. Any capture, use, storage, transmission, or destruction of video events and/or alerts pertaining to the Camera System is conducted solely by a third party. The fee for video Services is included in the Monthly Service Fee. You agree that the video Services are expressly limited to (a) viewing real time events, (b) recording and playback of events captured by the Camera System, and (c) receiving alerts via Your web-connected devices(s). **WE DO NOT MONITOR THE VIDEO FEED FROM THE CAMERA SYSTEM. WE WILL NOT RECEIVE SIGNALS OR IMAGES FROM THE CAMERA SYSTEM, AND CANNOT DISPATCH ANY AUTHORITY IN RESPONSE TO ANY SIGNAL FROM THE CAMERA SYSTEM.** You agree that (w) We need to access Your computer to program the Camera System, (x) Your computer network will not be operational during installation, (y) You will need to have or obtain a compatible wireless router, and (z) We are not responsible for the security of images or data stored on Your device or Your network.

7.3. **CARBON MONOXIDE.** If We receive a signal from any carbon monoxide detector, We will attempt to call the Premises. If We do not receive a response, We will call the Authority and one of Your Emergency Contacts. YOU UNDERSTAND THAT IN RESPONSE TO AN ALARM, THE AUTHORITY MAY GAIN ENTRY TO THE PREMISES. WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR ANY DAMAGES CAUSED BY AUTHORITY.

7.4. **WATER SENSING DEVICES.** To the extent permitted by law, and unless prohibited by law, We disclaim any responsibility for the design and/or functioning of the water sensing devices(s), and We do not warrant that the water sensing devices(s) will provide the desired notification.

7.5. **Z-WAVE AND EMPOWER SERVICES.** If You have purchased products compatible with the Z-Wave or emPower technology (the "Home Automation System") and the associated service(s) (the "Home Automation Service(s)"), the Home Automation Service(s) will be provided solely by a subcontractor. You agree that the Home Automation System and Home Automation Service(s) are distinct from the monitoring of the System, and the Home Automation Service(s) is/are limited to providing You with the ability to (a) remotely lock and unlock Your doors, (b) create automatic light schedules and/or control Your lights, (c) remotely control Your heating, ventilation and air-conditioning ("HVAC") system, (d) open and close Your garage door and (e) if selected, receive certain email and/or text alerts via Your web-connected device(s). The fee for the Home Automation Service(s) is included in the Monthly Service Fee. The Home Automation System is not included in the Extended Repair Service and has a limited warranty of ninety (90) days. Light control and thermostat products included in the Home Automation System must be connected to a constant electrical power source not controlled by a switch. We will not receive any signals from the Home Automation System and We will not notify any Authority in response to any signals or alerts transmitted by the Home Automation Service(s). In order to install a thermostat control device, We will temporarily disable Your HVAC system, however We will not perform any work on the HVAC system. You agree that We are not responsible for any failure of the HVAC system to operate after the installation of the Home Automation System. Please note that installation of a Home Automation System may void the Customer's warranty on certain household products.

8. **TRANSMISSION LINES.** The System includes a panel that sends signals to the Center through a telephone, cellular and/or other communication service ("Communication Services"). You will pay for all charges associated with the Communication Services. We recommend the use of an RJ31X or equivalent telephone jack to give the System priority over other telephones. When the System is activated, You will be unable to use Your telephone to make other calls. You may wish to have the System connected to a second Communication Service. If Your Communication Service is not working, signals cannot be transmitted to the Center. If required by government regulation, We may discontinue the use of one Communication Service and substitute another. Cellular or radio transmissions may be impaired or interrupted by weather, power failures or other conditions beyond Our control. **You agree to pay for any costs to reprogram the control panel because of area code changes or other dialing pattern changes.** The use of DSL, BPL, VoIP or other Internet-based telephone service may prevent the System from transmitting signals to the Center and/or interfere with the telephone line-seizure feature of the System, even if an RJ31X jack is installed. Such services should only be installed on a telephone number that is not used for alarm signal transmission. We will notify Us if You have installed DSL, BPL, VoIP or other Internet service. **IMMEDIATELY AFTER INSTALLATION OF SUCH SERVICE YOU MUST TEST THE SYSTEM'S COMMUNICATION.**

9. **FALSE ALARMS.** You agree to avoid causing false alarms. Severe weather or other forces beyond Our control can cause false alarms. We may terminate this Agreement if We receive too many false alarms. **You will pay any false alarm fine, penalty, or fee that is charged against You, or Us.**

10. **CUSTOMER'S DUTIES.** You agree to comply with the System's User Guide/Owner's Manual, which is part of this Agreement. If there are any inconsistencies between this Agreement and the Systems User's Guide/Owner's manual, this Agreement will control. You are responsible for the proper use and testing of the System. The System consists of components that are subject to aging and could possibly fail at any time. You will test the System with the Center in accordance with manufacturer's instructions at least monthly and have the System tested by a qualified service technician at least annually. If the System includes motion detectors, You will turn off, control, relocate, or remove all things such as HVAC systems, furniture, pets, and other such items that might interfere with such devices when they are turned on. You will notify Us if a problem occurs with the System. You will notify Us of any changes in the information which You provided in the Section of this Agreement titled "Emergency Contact Information." **YOU MUST NOTIFY US THIRTY (30) DAYS PRIOR TO MOVING THE SYSTEM. YOU MAY BE CHARGED A FEE OF UP TO \$35.00 IF MOVING THE SYSTEM REQUIRES US TO CHANGE YOUR EMERGENCY CONTACT INFORMATION**

11. **SUSPENSION, TERMINATION; DEFAULT. If You terminate this Agreement during any term (other than for our breach of this Agreement, or pursuant to Section 13), You will pay the additional termination fee of \$1899.** The termination fee if not a penalty, but rather liquidated damages. We may discontinue Service, terminate this Agreement and recover all damages to the extent permitted by law if (a) You do not make any payment when due and We have given You ten (10) days' notice (or such longer period required by applicable law), (b) Your System repeatedly generates false alarms, (c) You abuse Our staff, (d) events beyond Our control affect the operation of Our Center or damage the Premises such that continuing Service becomes impractical; (e) there is an interruption of the Communication Services between the System and Our Center and the Authority; (f) We are unable to provide Service because of governmental regulation; and/or (g) at any time with prior notice to You or any other advance notice that may be required by applicable law. If Service is cancelled or this Agreement terminates, We will remotely disconnect the control panel from the Center and/or enter Your Premises to disconnect the System from the Center. You will pay Our then prevailing re-connection fee if Service is suspended for nonpayment. **If We terminate this Agreement for nonpayment or other default by You, You agree to pay all amounts previously invoiced in addition to the above early termination fee and, to the extent permitted by law and unless prohibited by law, Our actual cost of collection, including attorneys' fees, if this matter is referred to collection.** To the extent permitted by law, and unless prohibited by law, We may impose a late fee on all payments more than thirty (30) days past due in an amount equal to \$35 per month until paid, or the maximum amount permitted by law, whichever is less. The provisions of this Agreement that apply to any claim or suit will survive the cancellation or termination of this Agreement. To the extent permitted by law, and unless prohibited by law, You agree to pay Us \$35.00 (or such lesser amount as may be permitted by applicable law) any time Your check, credit card charge, or ACH debit is returned to Us whether for lack of funds or otherwise. Your obligations under this Agreement continue even if You sell or leave the Premises. In certain jurisdictions, We may be required to give You notice before We may suspend or cancel Your Services.

12. **ASSIGNEES AND SUBCONTRACTORS.** We may assign this Agreement without notice to You. Upon assignment, We will be relieved of any further obligations hereunder. Without Our consent, You may not assign this Agreement (including to someone who purchases or rents Your Premises). We may use subcontractors or vendors to provide the Services hereunder. This Agreement, and particularly Section 3 and 4, shall apply to all such Services, and shall apply to them in the same manner as it applies to Us. You do not have any contractual relationship with Our subcontractors or vendors, and You are not a third-party beneficiary of Our agreements.

13. **PRICE CHANGES.** After the initial term, We may increase the Monthly Service Fee, without notice, by an amount equal to the increase in the Consumer Price Index (the "CPI") (all cities, all items) during the initial term. To the extent permitted by law, unless prohibited by law, for each year following the initial term, We may, without notice increase the Monthly Service Fee by an amount equal to the percentage increase in the CPI for the prior calendar year. Notwithstanding the foregoing, whenever We may increase the Monthly Service Fee, We may do so in excess of CPI, provided that We notify You of the proposed increase in writing no later than forty-five (45) days before such increase. For the twenty (20) day period following Your receipt of such notice, You may terminate this Agreement as of the effective date of such increase by providing Us with written notice. If We ultimately elect not to increase rates in excess of the CPI allowance, You may not terminate this Agreement.

14. **LIMITATION ON LAWSUITS; JURY WAIVER.** Except for collection actions instituted by Us, no legal proceeding connected with this Agreement shall be filed more than one (1) year after the incident giving rise to the claim. **UNLESS PROHIBITED BY LAW, BOTH PARTIES HEREBY WAIVE ANY RIGHT TO JURY TRIAL.**

15. **INFORMATION AND PRIVACY.** You agree We may monitor and/or record video and audio related to the System, as well as conversations with You. You understand that privacy cannot be guaranteed on any communication system, and We shall not be liable to You for any claims, loss, damages, or costs which may result from a lack of privacy. You consent to Us (a) using information about You, the System and the Premises ("Information") to administer Services, offer new products or services, enforce this Agreement, prevent fraud and respond to legal requirements, (b) providing Information to the Authority for purposes of providing Services or in response to legal process, and (c) using and sharing of non-identifying aggregate customer Information and statistics.

16. **ENTIRE AGREEMENT.** This Agreement, the SIA, the User Guide/Owner's Manual and any applicable addenda constitute the entire agreement between You and Us. It replaces any earlier or contemporaneous oral or written understandings or agreements. You may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by Us, and any such notations shall have no legal effect. **THIS AGREEMENT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY US OR BY OUR REPRESENTATIVES.** This Agreement shall not be construed against the preparer of the Agreement. The terms and conditions of this Agreement apply to any work done for You in the future with respect to the Premises and the System.

17. **SEVERABILITY; INTERPRETATION.** If any provision of this Agreement is invalid or illegal (or renders the Agreement void or voidable), the remaining provisions shall remain in effect and the offending provision shall be deemed to be removed or modified to make such provision enforceable, consistent with applicable law and the intent of the parties. Nothing contained in this Agreement is intended to be a waiver of any rights You may be specifically entitled to under applicable law that are not waivable or to contain any provisions that is prohibited by law. This Agreement shall be governed by the laws of the state where the Premises is located.

18. **ELECTRONIC MEDIA.** You agree that We may scan, image or otherwise convert this Agreement into an electronic format of any nature. You also agree that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation.

19. **LICENSING.** In Florida, licensing is regulated by the Department of Business and Professional Regulation, Electrical Contractors Licensing Board.

20. **DEATH.** By signing and agreeing to terms the deceased remains obligated under Federal Law for the balance on this agreement. You agree that any debt owed to ADI will be auto draft out of the payment method on file.

You agree that any unpaid balance will be paid through probate.

21. **MILITARY CLAUSE.** In the event that the customer is in the United States Armed Forces on active duty and is relocated to an area that ADI does not service or in Military housing, the customer may terminate this agreement upon giving a 30 day written notice along with a copy of their official orders. A \$799 early termination fee does apply and is payable to ADI. as well as all monitoring fees up to the date of cancellation. Equipment must be returned to ADI. In the event that the buyout of the contract is less than the termination fee the lessor of the two will be due. By signing this agreement , you authorize ADI to process an automatic draft for al fee due to ADI. If you own your home the contract can be transferred to the new owner. If the house is rented, with your written concent, the original terms and commitment will stay in place and you will be required to fulfill those terms with ADI.

22. **COMPANY'S RIGHT TO FILE A MECHANICAL LIEN.** Customer acknowledges that Customer is aware that if customer defaults in the performance of any of the terms of conditions of this agreement, Company may have the right to record a Mechanic's lien upon any property upon which Company has bestowed labor and/or furnished material or appliances equipment, for the value of such labor done, or material furnished. This clause will serve will serve as your 90 right of notice.

23. **AUTO RENEW POLICY.** Customer acknowledges that unless the customer provide written notice 90 days prior to the end of the intial term the policy will auto renewal for additional successive 60 months.