

Monitoring Terms & Conditions (if monitoring is listed on the contract):

STRAT ENTERPRISES INC. dba STRAT SECURITY will monitor the equipment described in the quotation with the following terms and conditions:

- 1) **CONTRACT TERM.** Customer agrees to pay the amounts listed in the Monthly Monitoring Summary section of the contract for the following terms:
 - a. Residential – Contract term is 60 months from the contract date unless otherwise noted.
 - b. Commercial – Contract term is 60 months from the contract date unless otherwise noted.
 - c. This agreement shall be automatically renewable yearly unless terminated by either party upon written notice at least 30 days prior to the anniversary date. Strat Enterprises, INC (SEI) shall have the right to increase the annual service charge after the end of the first year of the initial term with a 10% annual maximum increase limit. In the event Customer terminates this agreement prior to the end of the current contract term, the customer agrees to pay in addition to any charges for service rendered prior to termination, the service charges remaining to be paid for the unexpired term of the Agreement as liquidated damages, and not as a penalty. Upon termination of this agreement, Strat Enterprises may remove or, upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system and owned by Strat Enterprises without obligation to repair or redecorate any portion of the Customer's Premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Strat Enterprises to collect any charges which have been accrued or may be accrued hereunder.
- 2) **ADDITIONAL CHARGES.** The Customer agrees to pay, in addition to the service charges above, any false alarm assessments, taxes, fees, or charges that are imposed by any government body, telephone or signal transmission company (for numbering or other charges) or costs of Strat Enterprises related to reprogramming alarm controls and other devices to comply with such numbering or other changes relating to the installation of service provided under this Agreement, and to pay any increase in charges at Strat Enterprises for facilities required for transmission of signals under this Agreement, and to pay any installation of other charges quoted in this Agreement are based on Strat Enterprises performing the installation of other services with its own personnel. If for any reason the installation of such other services are performed by contractors other than Strat Enterprises, charges payable by Customer hereunder may be higher than the quotes set forth herein. All necessary work, parts, and labor needed to maintain the system will be billed at current rates established by Strat Enterprises, Inc.
- 3) **DEFAULT.** Failure to pay amounts when due shall give Strat Enterprises, in addition to any other remedies, the right to terminate this Agreement and to charge interest at the legal rate of eighteen percent (18%) per year on all delinquent amounts. Customer agrees to pay all costs, expenses and fees of Strat Enterprises' enforcement of this Agreement, including collection expenses, court costs, and attorney's fees.
- 4) **REPRESENTATION.** Customer warrants that the Customer: (1) has requested the equipment/services specified in this Agreement for its own use and not for the benefit of any third party, (2) owns the Premises in which the equipment/services specified in this Agreement for its own use and not for the benefit of any third party, (3) owns the Premises in which the equipment is being installed or that Customer has the authority to engage Strat Enterprises to carry out the installation in the Premises and (4) will comply with all applicable laws, codes and regulation pertaining to the use of the equipment/services.
- 5) **SERVICES.** Signal Receiving and Notification Service shall be provided by Strat Enterprises, Inc. (SEI) or its subcontractors if this Agreement including a charge for Signal Receiving and Notification Service and in the event an alarm signal registers at SEI's or its subcontractor's Monitoring Center, SEI, at its sole discretion, may endeavor to contact the Premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contract, SEI shall endeavor to notify the appropriate governmental agencies or other authorities. In the event a supervisory signal or trouble signal registers at SEI's or its subcontractor's Monitoring Center, SEI shall endeavor to notify promptly a designated representative of the Customer. In the event Alarm Verification Service is being furnished, it is mutually understood and agreed that equipment is being installed which, as to certain locations in the Premises will require the activation of two sensing devices. Or a second activation of a single alarm sensor, or a continuous alarm event from a single session, in order for an alarm signal to be transmitted. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at the Premises. The Customer represents that any vault to be protected by SEI hereunder by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. The Customer agrees to test any ultrasonic, microwave, capacitance or other electronic equipment designated on the Security Schedule prior to setting the alarm system for closed periods, according to procedures established from time to time by SEI, and to notify SEI promptly in the event that such equipment fails to respond to the test. If Customer has agreed herein to a 5 day Familiarization Period following completion of installation, and if needed an extension period for Customer to become familiar with the system operation, then during this Familiarization Period customer agreed that in the event any signal (including an alarm signal) of any nature registers at SEI's or its subcontractor's Monitoring Center, SEI shall not respond to any signals, endeavor to notify any government or other authority, Customer to Customer's designated representative or undertake any other action with regard to any signal, whether or not due to an emergency situation.
- 6) **COMMUNICATION FACILITIES AUTHORIZATION** Customer authorizes SEI to make requests for information, service, orders or equipment in any respect on behalf of Customer to Customer's telephone company (the "Telephone Company") or other entity providing facilities or services for transmission of signals under this Agreement.
 - a. **DIGITAL COMMUNICATOR** If connection to the SEI or its subcontractor's Monitoring Center is to be by Digital Communicator, the Customer agrees to provide a connection via a registered telephone jack to a telephone channel required for the SEI equipment. Such connection shall be electrically first before any other telephone or Customer Equipment, and shall be within 10 feet of the SEI alarm system control panel. If requested by the Customer, SEI shall provide such connection at the Customer's sole costs. The Customer understands that if a digital communicator is installed under this Agreement it uses standard telephone lines as the transmission mode of sending signals and eliminates the need for dedicated telephone facilities and the large cost increases frequently imposed on such facilities. Customer also understands that SEI or its subcontractors does not receive signals when the transmission mode is or become non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or otherwise damaged.
 - b. **TELEPHONE CHANGES** – Customer is responsible for notifying SEI of any changes to their telephone service including switching companies, or anything else that may relate to the telephone line not connecting with the monitored system correctly.
 - c. **RADIO INTERFACE.** If connection to the SEI Monitoring Center is to be by any radio frequency method, such as cellular or private radio, then customer understands that due to the very nature of radio waves there may be times when the system is unable to secure, maintain or retransmit an alarm signal and, this, the utilization of an additional communications means is recommended.
- 7) **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (B) THE CAPABILITIES OR EFFECTIVENESS OF THE SYSTEM OR ALARM SERVICES TO PREVENT ANY LOSS OR PERSONAL INJURY (INCLUDING DEATH) DUE TO BURGLARY, DURESS OR OTHER CRIMINAL OR WRONGFUL ACTS, FIRE, MEDICAL EMERGENCY OR OTHERWISE, OR (C) THE RESPONSE TIME (IF APPLICABLE) OF SEI, ITS PERSONNEL OR SUBCONTRACTORS OR GOVERNMENTAL OR OTHER PERSONNEL TO AN ALARM SIGNAL. THE PURCHASER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING SEI'S NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL ACTS, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. SEI SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY HOWEVER OCCASIONED, WHETHER ALLEGED TO RESULT FROM BREACH OF WARRANTY OR CONTRACT BY SEI OR NEGLIGENCE OF SEI OR OTHERWISE.**
- 8) **CUSTOMER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR DAMAGE SHOULD RESULT FROM THE OF THE DETECTION SYSTEM, OR THE MONITORING SERVICE, OR FROM IMPROPER DESIGN, INSTALLATION, MAINTENANCE OR REPAIR OF THE DETECTION SYSTEM, WHETHER WITHIN THE WARRANTY PERIOD OR OTHERWISE, SEI'S LIABILITY, IF ANY, FOR SUCH LOSS OR DAMAGE SHALL BE LIMITED TO A SUM NOT GREATER THAN FIVE HUNDRED DOLLARS (\$500.00). IN THE EVENT THE PARTIES DESIRE TO IMPOSE GREATER LIABILITY UPON THE OBLIGATION HEREUNDER, CUSTOMER MAY REQUEST AN INCREASED LIMITED LIABILITY OF THE INCREASE LIMIT (MINIMUM OF \$100 INCREMENTS) AND IF ACCEPTED BY SEI, AN ADDITIONAL RIDER SIGNED BY THE PRESIDENT OF SEI SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE ADDITIONAL LIABILITY OF SEI. IT IS FURTHER AGREED THAT THE LIMITATIONS ON LIABILITY, EXPRESSED HEREIN, SHALL INJURE TO THE BENEFIT OF AND APPLY TO ALL PARENTS (BOTH DIRECT AND INDIRECT), SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES AND CONTRACTORS OF SEI.**
- 9) **SEI NOT INSURER.** It is understood that SEI is not an insurer, and that insurance, if any, shall be obtained by the customer and that the amounts payable to SEI hereunder are based upon the value of the service and the scope of liability as herein set forth and are unrelated to the value of the customer's property of others located in the premises. Customer agrees to look exclusively to customer's insurer to recover for injuries or damage in the event of any loss (or injury including death) and releases and waives all right of recovery against SEI arising by way of subrogation or otherwise.
- 10) **SEI makes no guaranty or warranty, including implied warranty or merchantability or fitness, that the system or services supplied will avert, prevent or mitigate occurrences or the consequences there from, which the system or service is designed to detect, avert, prevent or mitigate. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of SEI to perform any of its obligations hereunder. The customer does not desire this agreement to provide for liability of SEI and agrees that SEI shall be exempt from liability for loss, damage or injury (including death) due directly or indirectly to occurrences there from, which the service or system is designed to detect, prevent, avert or mitigate.**
- 11) **CONDITIONS TO SUIT.** No suit or action shall be brought against SEI more than one (1) year after the accrual of the cause of action therefore and both parties agree that the exclusive venue for any and all actions which arise from this Agreement or against SEI shall be in the state courts found in Baltimore City, Maryland. To the maximum extent permitted by applicable law, each party waives the right to a jury trial.** In the event any person not a party to this agreement, shall make any claim against SEI in any way relating to

- the equipment or services that are subject of this agreement, including for failure of its equipment or service in any respect, customer agrees to indemnify and hold SEI harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney's fees. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization. The terms of the paragraph shall survive the termination of this Agreement.
- 12) **CCTV.** If CCTV equipment is involved, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide the 110AC power supply where required as well as shelf or desk space for monitors.
- 13) **DIRECT CONNECT SERVICES.** A Direct Connection to the law enforcement, fire department or other agency shown shall be provided if the reverse side of the Agreement provides such direct connect service. It is mutually understood and agreed that signals transmitted hereunder will be monitored in Municipal Police and/or Fire Departments or other location and that the personnel of such Municipal and/or Fire Departments or other location are not the agents of SEI, SEI does not assume and hereby disclaims any responsibility for the manner in which signals are monitored of the response, if any, to such signal.
- 14) **FALSE ALARM CHARGES; SERVICE CHARGES.** At SEI's option, the Customer may be charged for all false alarm assessments, faxes, fees or other charges of any police or fire department, or any governmental agency or other body that related to or arises out of SEI's providing the services under this Agreement, including (a) fees or charges levied due to alarm events or conditions received by SEI from Customer's system (whether or not a false alarm), including 900 telephone number charges, etc. (b) charges related to the false alarm rate of other SEI customers in the same geographic region as Customer, (c) imposition of or increases in any taxes, licensing, or permitting fees, or other fees which may be charged to SEI by any utility or governmental body which relate to the installation of the system or services SEI provides, and (d) reasonable charges resulting from services added by SEI due to police, fire or other emergency response policies of any governmental body. If Customer, any governmental body or insurer request that SEI change or modify the System after it is installed, Customer shall pay SEI's standard charges for labor and material for such changes. Payment is due upon receipt of SEI's bill for such charge, which may be presented at the time of service is performed.
- 15) **TELEPHONE CHARGES.** Customer agrees to pay all telephone or signal transmission company charges for area code, telephone numbering or other changes. Customer shall pay, SEI to reprogram the system if necessary to comply with any area code, telephone numbering or other changes, and for any increases in our cost for facilities used for transmitting alarm signals under this Agreement Customer agrees to pay a service charge if SEI's representative responds to a service call or alarm at Customer's Premises because Customer or its agents, employees or invitees improperly following operating instructions, failed to properly lock or close a window, door or other protected point or improperly adjusted any equipment comprising the system.
- 16) **CANCELLATION.** If monitoring or Direct Connection services are furnished, this Agreement may be terminated at the option of SEI if SEI's or its subcontractor's Monitoring Center is substantially damaged by fire or catastrophe or if SEI is unable to have connections or privilege necessary to transmit signals between the Customer's Premises and SEI's or its subcontractor's Monitoring Center or the Municipal Fire or Police Department or other agency and SEI shall not be liable for any damages or subject to any penalty as a result of such termination, it is understood and agreed that this Agreement may be terminated by SEI in the event that (a) Customer fails to follow any recommendations SEI may make for the repair or replacement of defective parts of the system not covered under the Warranty or Maintenance Service Contract, (b) Customer fails to follow the operating instructions provided by SEI which results in an unacceptable number of false alarms as determined in SEI's sole discretion, or (c) if the premises in which the system is installed or so modified or altered after installation as to render continuation of service impractical. Cancellation of monitoring is subject to a \$75 disconnect fee.
- 17) **DELAYS.** SEI assumes no liability for delays in installations of the equipment or for the consequences there from, however caused, or for interruptions of service for the consequences there from due to strikes, riots, floods, acts of God or any causes beyond the control of SEI and SEI will not be required to supply service to the customer while interruption of service due to any such cause shall continue.
- 18) **ASSIGNMENT.** This Agreement is not assignable by the Customer without prior consent of SEI. SEI may assign this Agreement or subcontract any of its obligations under this Agreement.
- 19) **SEVERABILITY.** If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 20) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Customer and SEI in executing the Agreement. Customer is not relying on any advice or advertisement of SEI. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in the Agreement shall not be binding upon any party, and that the terms of the conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing. The terms and conditions shall govern notwithstanding any inconsistent or additional terms and conditions or any purchase or other document submitted by the Customer.
- 21) **MODIFICATION TO AGREEMENT.** The terms and conditions of this Agreement apply without alteration or qualification unless a change is approved in writing by an authorized officer holding the title of vice president or above. SEI's sales consultant does not have authority to modify this Agreement. SEI has the right to modify this Agreement and any services provided hereunder from time to time by mailing Customer a written notice of the modification, If customer gives written objection to the modification within thirty (30) days after receipt of the modification, SEI may either (a) elect to waive the immediate imposition of the modification will not take effect until the expiration of the then-current term, or (b) terminate, this Agreement by giving customer thirty (30) days prior written notice of termination. If Customer does not object to such modification, the modification shall become effective thirty (30) days after the date of the notice of modification was sent to Customer. After the effective date of the modification, Customer's payment of a Service Fee shall be conclusive proof of Customer's acceptance of the modification.
- 22) **CUSTOMER DUTIES.** Customer shall do and keep all obligations of Customer to be performed under this Agreement and shall test Customer's system at least monthly to ensure it is in proper working order.
- 23) **VOIP.** - With any digital telephone VoIP service offered by your cable provider or self-installed VoIP service, your alarm system may lose its connection to the telephone service, rendering the system unable to send alarm signals to the central station. VoIP technology may also cause your alarm signals to get scrambled as they are sent to the central station. VoIP phone systems require power so if your power goes out the phone will not work rendering the system unable to send alarm signals to the central station. If you have a VoIP telephone system hooked into your system, SEI is not liable for any loss or damage resulting from the failure of the VoIP phone lines sending signals to the central station.

Install Terms & Conditions (if equipment is listed on the contract):

STRAT ENTERPRISES INC. will provide/ install the equipment and the low voltage cable as described in the quotation with the following terms and conditions:

- 1) Any required conduit, wiremold, or other raceway shall be the responsibility of others unless otherwise noted.
- 2) Building power where required shall be provided by others. STRAT SECURITY can coordinate this effort with building owner's electrician as required. Costs associated with running the system i.e.; electricity and staffing are the responsibility of others.
- 3) No fees or permits are included in price, unless otherwise indicated.
- 4) All STRAT SECURITY supplied equipment is warranted for 365 days in field parts and 90 days for labor unless otherwise noted.
- 5) Delivery of equipment and site work starts 4-6 weeks ARO, unless otherwise noted.
- 6) STRAT SECURITY will provide on-site training of the system and any required programming.
- 7) Pricing quoted herein valid for 15 days.
- 8) **50 Per Cent** of total contract due upon acceptance of proposal(s) unless otherwise indicated.
- 9) Contract price shall be paid in full upon completion. Progressive billing may be required if project exceeds one month in duration.
- 10) If price does not include/reflect taxes, tax will be billed with final invoice unless tax exempt forms are provided to STRAT SECURITY.
- 11) All installation work shall be performed during normal business hours of 7AM to 5PM Monday to Friday, unless otherwise noted.
- 12) All warranty work shall be performed during normal business hours of 7AM to 5PM Monday to Friday.
- 13) All necessary work needed to maintain the system will be billed at current rates established by Strat Enterprises, Inc.
- 14) No additional warranties are provided for where existing equipment is utilized, unless otherwise noted.
- 15) This proposal assumes all existing devices are fully functional and ready to use. Any devices found inoperative, broken, or otherwise unusable will be replaced as an above contract cost on a Time & Material ticket.
- 16) STRAT SECURITY does not guarantee existing cable and/or its compliance with local fire code. Repairs made necessary by improperly installed or defective equipment will be billed at prevailing rate.
- 17) Customer to provide and pay for required telephone line(s) and/or network connections necessary for system operation.
- 18) The STRAT SECURITY system has been designed in good faith with the full intention of meeting the local Fire Marshal requirements; however STRAT SECURITY can't always anticipate how the design will be received by the local authorities. Therefore any design changes required to meet local Fire Marshal approval shall be considered an above contract cost.
- 19) **LIQUIDATED DAMAGES - STRAT SECURITY'S LIMITS OF LIABILITY:** It is understood that STRAT SECURITY is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to STRAT SECURITY by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises.
- 20) Customer does not seek indemnity by this Agreement from STRAT SECURITY and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property.
- 21) **STRAT SECURITY MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT.** Customer agrees that STRAT SECURITY shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of STRAT SECURITY, its agents or employees.
 - a. The Customer does hereby waive and release any rights of recovery against STRAT SECURITY that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert.
- 22) Due to the inability of STRAT SECURITY to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if STRAT SECURITY should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be STRAT SECURITY's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against STRAT SECURITY more than one (1) year after the accrual of the cause of action therefore.
 - a. Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless STRAT SECURITY from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by STRAT SECURITY, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against STRAT SECURITY for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the negligence, active or passive, of STRAT SECURITY.
- 23) **CCTV -** If CCTV equipment is involved, Customer will provide adequate illumination under all operational conditions for the proper operation of the cameras. All costs associated with adding illumination are not provided for under this contract.
- 24) The State of Maryland has enacted a State False Alarm Law permitting law enforcement agencies to site alarm user who has more than three false alarms in a 30 day period, or those that have eight or more false alarms within a 12 month period.
 - a. Alarm users that fail to correct their false alarm problems could be cited for violation of the State False Alarm Law, Art. 27, Sec. 156. Under no conditions will Strat Security assume financial responsibility for fines associated with citations stemming from false alarms.
 - b. **ALARM SYSTEMS** Customer acknowledges that when activated, the system is designed to seize the Customer's telephone service and the customer will not be able to place other telephone calls, including calls to the 911 emergency operator. A dedicated telephone line is recommended.
- 25) **DIRECT CONNECT SERVICES -** If shown on contract, a Direct Connect Service to the law enforcement, fire department or other monitoring agency will be provided. It is mutually understood and agreed that signals transmitted hereunder will be monitored in Municipal Police and/or Fire Department or other location and that the personnel of such are not the agents of STRAT SECURITY, and STRAT SECURITY does not assume and hereby disclaims any responsibility for the manner in which signals are monitored of the response, if any, to such signal.
- 26) **DELAYS -** STRAT SECURITY assumes no liability for delays in installations of the equipment or for the consequence therefrom. However caused, or for interruptions of service for the consequences therefrom due to strikes, riots, floods, terrorism, acts of God or any cause beyond the control of STRAT SECURITY and STRAT SECURITY will not be required to supply service to the customer while interruption of service due to any such cause shall continue and for a reasonable period thereafter.
- 27) **RADIO AND COMMUNICATIONS -** STRAT SECURITY is not a communications provider. Problems, interruptions, inoperability and interference of a communication device; whether it be wireless, direct connect, telephone, DSL, Cable Modem, T-1, internet, fiber optic, coaxial cable or a combination thereof or similar too; is not the responsibility of STRAT SECURITY and STRAT SECURITY assumes no liability for the operation thereof.
- 28) **SEVERABILITY -** If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 29) **MODIFICATIONS -** Modifications to this agreement must be in writing; dated and signed by a STRAT SECURITY principal.
- 30) **DEFAULT -** Failure to pay amounts when due shall give STRAT SECURITY, in addition to any other remedies, the right to terminate any and all agreements and to charge interest at the legal rate of eighteen percent (18%) per year on all delinquent amounts. Customer agrees to pay all costs, expenses and fees of STRAT SECURITY'S enforcement of this agreement, including collections expenses, attorney's fees, court costs and administrative fees.
- 31) **JURISDICTION:** This Agreement will be governed by the laws of the State of Maryland.
- 32) **CANCELLATION:** Cancelled orders are subject to a 15% restocking charge. Orders may not be cancelled after 15 calendar days.
- 33) **NETWORKING:** All networking requirements will be provided for by the customer unless otherwise specified; to include but not limited to programming of computers, routers, hubs, firewalls, modems, IP addresses, network masks, gateways, port forwarding, adding/deleting/changing users, etc.
- 34) **WARRANTY, LIMITATIONS, EXCLUSIONS.** If direct sale is indicated on the reverse side hereof, any part of the alarm system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation will be repaired or replaced at SEI's option with a new or operative part. Labor and material required to repair or replace such defective components will be free of charge for a period of ninety (90) days following the completion of the original installation. If, upon inspection by SEI's representative, it is found that one of the following conditions has led to the inoperability of the system, a charge will be made for the service call of SEI's representatives whether or not work is actually performed on the system. Should it actually be necessary to make repairs to the system due to one of the conditions and exclusions not covered by the Warranty, a charge will be made for such work at SEI's then applicable rates for labor and material. Service will be furnished by SEI or its subcontractors during SEI's normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday except holidays. Conditions and Exclusions Not Covered by Warranty:
 - a. Damage resulting from accidents, acts of God, alteration, misuse, tampering or abuse;
 - b. Failure of the Customer to properly follow instructions provided by SEI at the time of installation or a later date;

- c. Adjustments necessitated by misalignment of CCTV cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera (s);
 - d. Trouble due to interruption of commercial power to the service.
- 35) The Foregoing warranty is in lieu of all other warranties, express or implied, including but not limited to (a) any implied warranties of merchantability or Fitness for a particular purpose (b) the capabilities of effectiveness of the system or alarm services to prevent any loss of personal injury (including death) due to burglary, duress, or other criminal or wrongful acts, fire, medical emergency, or otherwise; or (c) the response time (if applicable) of SEI, its personnel, subcontractors, governmental, or other personnel to an alarm signal. The purchaser's exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever, including SEI's negligence, gross negligence or intentional acts, shall be repair or replacement as specified above. SEI shall in no event be liable to any consequential, incidental, or punitive damages of any nature, including without limitation, damages for personal injury or damages to property however occasioned, whether alleged to result from breach of warranty or contract by SEI or negligence of SEI or otherwise.
- 36) Customer acknowledges and agrees that if any loss or damage should result from the detection system, or the monitoring service, from improper design, installation, maintenance, or repair of the detection system whether within the warranty period or otherwise, SEI's liability, if any, for such loss or damage shall be limited to a sum not greater than five hundred dollars (\$500.00). In the event the parties desire to impose greater liability upon the obligation hereunder, customer may request an increased limited liability of the increase limit (minimum of \$100 increment) and if accepted by SEI, an additional rider signed by the President of SEI shall be attached to this agreement setting forth the additional liability of SEI. It is further agreed that the limitations on liability expressed herein shall inure to the benefit of and apply to all parents (both direct & indirect), subsidiaries, affiliates, officers, agents, employees, and contractors of SEI.

Customer Care Extended Warranty Terms & Conditions (If Customer Care is listed on the contract):

- 1) A copayment of \$75.00 is required to be paid per service call.
- 2) All Parts and Labor are Included during normal working hours.
- 3) To be performed during normal working hours, Monday through Friday, 8AM to 4PM, excluding holidays. After hours service will be performed at time and half prevailing rates. Sundays and Holidays will be performed at double time rates. Parts are included after working hours. Two hour minimum on all service calls.
- 4) Response time average is 8-16 working hours following receipt of a service call. An authorized person must place the call.
- 5) Customer account must be paid in full before any service is to be completed.
- 6) Coverage excludes (These items will be invoiced to the customer at current service rates for parts and labor and payment is due upon completion of services performed):
 - a. Damage caused by misuse, abuse, accident, disaster, fire, flood, water, wind, lightning, and Acts of God.
 - b. Items designed to fail in order to protect the equipment, such as power and/or lightning suppressors, are also not covered by this plan.
 - c. Items with end-of-life expiration such as smoke, carbon monoxide detectors or batteries are also not covered by this plan.
 - d. Failure of the Customer to properly follow instructions provided by SEI at the time of installation or a later date;
 - e. Adjustments necessitated by misalignment of CCTV cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera (s);
 - f. Trouble due to interruption of commercial power to the service.
 - g. Trouble due to a customer provided telephone line or SEI equipment cellular provider coverage.
 - h. Equipment not installed by Strat Security.
 - i. Strat Security or other company systems equipment not listed on the front of this agreement.
 - j. Labor for after hours service repairs.
 - k. Services performed prior to the signing of this contract.
 - l. Equipment determined to be defective prior to the signing of this contract.
- 7) Defective Equipment
 - a. Defective Equipment will be replaced with working new or working refurbished of same or similar make and value.
 - b. Whenever possible, and at no additional cost to the customer, defective equipment will be replaced with loaner equipment from our Service Pool.
 - c. Resolution of the problem will usually be within 48 hours following the receipt of a service call.
 - d. Equipment failure due to it exceeding manufacturer's life expectancy will be repaired if possible, but will not be replaced under this contract.
- 8) Normal Strat Security Terms & Conditions page is in addition to all specified herein.
- 9) Proposal expires in 30 days. Taxes (if applicable) are not reflected in price. Payment due in advance. Contract is not transferable.
- 10) SEI has the right to increase the extended protection plan fee annually after the first year of the initial term with a 10% maximum increase limit.
- 11) The Foregoing warranty is in lieu of all other warranties, express or implied, including but not limited to (a) any implied warranties of merchantability or Fitness for a particular purpose (b) the capabilities of effectiveness of the system or alarm services to prevent any loss of personal injury (including death) due to burglary, duress, or other criminal or wrongful acts, fire, medical emergency, or otherwise; or (c) the response time (if applicable) of SEI, its personnel, subcontractors, governmental, or other personnel to an alarm signal. The purchaser's exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever, including SEI's negligence, gross negligence or intentional acts, shall be repair or replacement as specified above. SEI shall in no event be liable to any consequential, incidental, or punitive damages of any nature, including without limitation, damages for personal injury or damages to property however occasioned, whether alleged to result from breach of warranty or contract by SEI or negligence of SEI or otherwise.
- 12) Customer acknowledges and agrees that if any loss or damage should result from the detection system, or the monitoring service, from improper design, installation, maintenance, or repair of the detection system whether within the warranty period or otherwise, SEI's liability, if any, for such loss or damage shall be limited to a sum not greater than five hundred dollars (\$500.00). In the event the parties desire to impose greater liability upon the obligation hereunder, customer may request an increased limited liability of the increase limit (minimum of \$100 increment) and if accepted by SEI, an additional rider signed by the President of SEI shall be attached to this agreement setting forth the additional liability of SEI. It is further agreed that the limitations on liability expressed herein shall inure to the benefit of and apply to all parents (both direct & indirect), subsidiaries, affiliates, officers, agents, employees, and contractors of SEI.
- 13) LIQUIDATED DAMAGES - STRAT SECURITY'S LIMITS OF LIABILITY: It is understood that STRAT SECURITY is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to STRAT SECURITY by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises.
- 14) Customer does not seek indemnity by this Agreement from STRAT SECURITY and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property.
- 15) STRAT SECURITY MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that STRAT SECURITY shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of STRAT SECURITY, its agents or employees.
 - a. The Customer does hereby waive and release any rights of recovery against STRAT SECURITY that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert.
- 16) DELAYS- STRAT SECURITY assumes no liability for delays in installations of the equipment or for the consequence there from. However caused, or for interruptions of service for the consequences there from due to strikes, riots, floods, terrorism, acts of God or any cause beyond the control of STRAT SECURITY and STRAT SECURITY will not be required to supply service to the customer while interruption of service due to any such cause shall continue and for a reasonable period thereafter.
- 17) This agreement is for a 60 month term unless otherwise noted.

Test & Inspection Terms & Conditions (if inspection is listed on the contract):

- 1) If the reverse side of this agreement indicates maintenance service is being provided, SEI will, subject to the conditions and exclusions set forth below, upon Customer's request, provide ordinary maintenance and repair of the alarm system due to the normal wear and tear. The expense of all extraordinary maintenance and repair due to alterations of the system made at the request of the Customer, or made necessary by changes in the Premises, damage to the Premises, or to the alarm system, or to any cause beyond the control of SEI, shall be borne solely by the Customer. The Customer agrees to furnish any necessary by changes in the premises, damage to the Premises or to the alarm system, or to any cause beyond the control of SEI, shall be borne solely by the Customer. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expenses with an outlet within 10 feet of the SEI control panel. It is mutually agreed that the work of installation and SEI's or its subcontractor's repairs of the system shall be performed during SEI's normal working hours. SEI has the right to increase the test and inspection fee annually after the first year.
- 2) **CONDITIONS AND EXCLUSIONS:**
 - a. Maintenance on the following devices will be provided only on a time and material basis; (i) window foil, (ii) security screens, (iii) any exterior mounted devices, (iv) PROM (Programmable Read Only Memory), (v) Conditions not covered by warranty listed above in paragraph
 - b. It is understood and agreed that SEI's obligations relates to the maintenance solely of the specific systems listed in the agreement, and that SEI is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any device or devices of the Customer or of others not installed by SEI. If not contracted for before the expiration of the warranty, SEI will enter into a maintenance service contract only after inspecting the system and making any necessary repairs or replacements to the system at a charge to the Customer for labor and/or material at SEI's then prevailing rates.
 - c. **INSPECTIONS:** SEI will provide the number of inspections of the system only as specified on the reverse side of this Agreement during SEI's normal working hours, and subject to the conditions and exclusions set forth above for maintenance.

Inspection Details based on the type of system covered:

1) **FIRE SYSTEM TEST & INSPECTION**

Conduct annual inspections on the above site. The inspection will be in accordance with the NFPA 72. Strat will provide completed documentation on an annual basis to the representation of the property management group.

- a. Inspect and test the (Control Panel)
- b. Inspect and test the systems Annunciator
- c. Inspect and test the Smoke Detectors
- d. Inspect and test the Heat Detectors
- e. Inspect and test the Manual Pull Stations
- f. Inspect and test the Horn Strobes
- g. Inspect and test the Strobe Lamps
- h. Inspect and test the Duct Detectors

This agreement is for testing and the inspection only and the cost to perform the inspection. Does not include test and inspect of any Sprinkler Systems or components. Sprinkler system testing must be performed quarterly/annually by a licensed Sprinkler Company. Any maintenance or repairs of this system will be subject to an additional cost. The cost for these repairs can vary depending on the device to be repaired or the service to be performed. The services provide herein do not guarantee performance of said equipment.

Deficiencies found will be reported to the client for decision as to repair/replace on a time and material basis.

2) **CCTV SYSTEM TEST & INSPECTION**

- a. Standard CCTV Video Cameras; evaluate focus/backlighting/positioning/operation.
- b. Pan, Tilt & Zoom Cameras; test & evaluate focus/backlighting/positioning/ PTZ operation
- c. Video Monitors; evaluate focus/backlighting/positioning/operation.
- d. Digital Video Recorders; evaluate/test for proper operation/recording/playback.
- e. Power Supplies; using a multi-meter, all will be tested.
- f. Cabling & Connectors; where visible, will be inspected.
- g. Keyboard; tested for proper operation.

Deficiencies found will be reported to the client for decision as to repair/replace on a time and material basis.

This agreement is for testing and the inspection only and the cost to perform the inspection. Any maintenance or repairs of this system will be subject to an additional cost. The cost for these repairs can vary depending on the device to be repaired or the service to be performed. The services provide herein do not guarantee performance of said equipment.

3) **ALARM SYSTEM TEST & INSPECTION**

- a. Power Supplies; using a multi-meter, all power supplies will be tested.
- b. Control Panels; inspected.
- c. Batteries; control panel batteries will be tested.
- d. Server/PC; inspected and tested for proper operation.
- e. Cabling/Connectors; where visible, will be inspected.
- f. Devices; all devices listed on attached equipment list will be tested.
- g. Communications with central station will be tested.

Deficiencies found will be reported to the client for decision as to repair/replace on a time and material basis.

This agreement is for testing and the inspection only and the cost to perform the inspection. Any maintenance or repairs of this system will be subject to an additional cost. The cost for these repairs can vary depending on the device to be repaired or the service to be performed. The services provide herein do not guarantee performance of said equipment.

4) **ACCESS CONTROL SYSTEM TEST & INSPECTION**

- a. Card Readers; tested for proper operation.
- b. Power Supplies; using a multi-meter, all power supplies will be tested.
- c. Control Panels; inspected.
- d. Batteries; control panel batteries will be tested.
- e. Server/PC; inspected and tested for proper operation.
- f. Cabling/Connectors; where visible, will be inspected
- g. Devices; all devices listed on attached equipment list will be tested.

Deficiencies found will be reported to the client for decision as to repair/replace on a time and material basis.

This agreement is for testing and the inspection only and the cost to perform the inspection. Any maintenance or repairs of this system will be subject to an additional cost. The cost for these repairs can vary depending on the device to be repaired or the service to be performed. The services provide herein do not guarantee performance of said equipment.

5) **CONTRACT TERM.** Customer agrees to pay the amounts listed in the total section of the contract annually (unless otherwise noted) for the following terms:

Residential – Contract term is 60 months from the contract date.

Commercial – Contract term is 60 months from the contract date.

This agreement shall be automatically renewable yearly unless terminated by either party upon written notice at least 30 days prior to the anniversary date. Strat Enterprises, INC (SEI) shall have the right to increase the annual service charge after the end of the first year of the initial term. In the event Customer terminates this agreement prior to the end of the current contract term, the customer agrees to pay in addition to any charges for service rendered prior to termination, the service charges remaining to be paid for the unexpired term of the Agreement as liquidated damages, and not as a penalty. Upon termination of this agreement, Strat Enterprises may remove or, upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system and owned by Strat Enterprises without obligation to repair or redecorate any portion of the Customer's Premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Strat Enterprises to collect any charges which have been accrued or may be accrued hereunder.

6) **FAULT.** Failure to pay amounts when due shall give Strat Enterprises, in addition to any other remedies, the right to terminate this Agreement and to charge interest at the legal rate of eighteen percent (18%) per year on all delinquent amounts. Customer agrees to pay all costs, expenses and fees of Strat Enterprises' enforcement of this Agreement, including collection expenses, court costs, and attorney's fees.

Alarm.com Terms (if alarm.com is listed on the contract)

- 1) **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.
- 2) **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.
- 3) **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.
- 4) **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, lighting controls and door locks), you understand that such devices may not work together with the Equipment and Alarm.com Services, and you may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.
- 5) **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.
- 6) **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 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.
- 7) **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 or water damage. You agree and acknowledge that the use of the Services, Materials and/or Equipment is voluntary.
- 8) **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.
- 9) **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.
- 10) **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.
- 11) **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.

- 12) **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."
- 13) **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.