

TERMS AND CONDITIONS FOR MONITORING SERVICE: Version 3.25

COMPANY ADDRESS.

Alarm Club, Inc.
1133 Old Okeechobee Rd.
West Palm Beach, FL 33401

These Terms and Conditions (the "Terms") apply to services provided to monitor one or more alarm systems ("Monitoring Service"), and are agreed to by Customer ("YOU") and Alarm Club, Inc. d/b/a Alarm Club or Alarm Club Inc. d/b/a GeoArm ("Company") and constitutes the entire agreement between YOU and Company with respect to Monitoring Service, superseding all prior representations, discussions, and agreements, whether oral or written. The Customer agrees to receive and pay for Monitoring Service on a MONTH TO MONTH basis and automatically renews until terminated.

The parties, intending to be legally bound, agree as follows:

- 1. CHANGES TO TERMS.** From time to time, Company may change these Terms to accommodate new technologies, industry practices, regulatory requirements or for other purposes. If you object to any changes, you may terminate Monitoring Service as provided for in Section 19 below. YOU acknowledge that your continued use of the Monitoring Service after the changes are implemented constitutes your acceptance and agreement to such changes. Headings and captions used herein are for convenience only, do not form a part of the agreement, and shall in no way affect its interpretation.
- 2. PURCHASE.** YOU represent and warrant that your identity and contact information provided to the Company for Monitoring Service is accurate, and that YOU are age 18 or older and otherwise competent and authorized to agree to enter into and be bound by these Terms. Orders for Monitoring Service received from YOU online shall not be binding until accepted by Company.
- 3. BILLING AND PAYMENTS.** YOU agree that Monitoring Service will commence when your system goes "online". Online means that Company has programmed your equipment to send signals the central monitoring station has received satisfactorily transmitted test signals from your system. YOU agree to be charged in advance for the Monitoring Service and to pay for any applicable taxes, fines, fees, third-party expenses, and costs of collection. YOU agree that payment shall be made by the method you provided and hereby authorize Company to process payments using the credit card or ACH that YOU provided. YOU acknowledge that a third party is used for processing your payments and that Company has no control over this process. This charge generally occurs between the 10th and 15th day of each month. Your first monthly charge for Monitoring Service will include a prorated amount for the portion of the month that your system went online. YOU agree to keep your payment information current and pay any declined payment fees. Company reserves the right to pass on to YOU any credit card or bank transaction fees.
- 4. LOCAL FEES AND COMPLIANCE WITH ORDINANCES.** YOU are responsible for compliance of your system with local codes and ordinances, and any costs associated with all required licenses, permits, or other governmental authorizations, needed for Company to perform your Monitoring Service, even if applied for by Company on your behalf. If any authorization is denied, revoked, restricted, or not renewed, Company shall not be liable, and YOU are not relieved of your obligations, including making

payments for expenses incurred by Company, in connection with your Order for Monitoring Service and these Terms. YOU agree to complete forms or application related to required license, permit or authorization. If Company is charged for such, and YOU agree to reimburse Company for such charges and fees, and authorize Company to process payment using the payment method YOU have on file with Company. YOU are responsible for notifying Company of all applicable local codes and ordinances and any changes of such codes and ordinances which may affect the Monitoring Service.

5. PRICING AND FEE ADJUSTMENT. Charges for Monitoring Service exclude any taxes and governmental agency fees. Company reserves the right to increase fees for Monitoring Service with written notice due to costs incurred by Company related to labor, equipment and third party expenses, credit card processing fees, inflation, changes in laws, regulations, fees, and governmental agencies, or other factors affecting provision of Monitoring Service, regardless of anything published on its website.

6. COMMUNICATION AND CONNECTIVITY. YOU are responsible at your sole expense for furnishing electricity and connectivity equipment required for the Monitoring Service based upon the type of system being monitored (e.g., RJ-31X, router, static IP, modem, etc.). YOU also agree to furnish at your cost a communication path appropriate for the equipment being monitored such as: (i) plain ordinary telephone service (PSTN), (ii) cellular communicator, (iii) or internet (e.g., cable, DSL, broadband, etc.), or (iv) voice over internet protocol (VoIP). YOU understand that your voice over internet protocol (VoIP) communication system should have the capacity to transmit signals to Company's central monitoring station or to 911 emergency services. As VoIP communications are not foolproof, YOU are encouraged to have a backup system, such as cellular radio, or other network monitoring device to ensure alarm signal transmission. Notwithstanding the generality of the foregoing, if emergency signals are not received at the central station for any reason, YOU understand that emergency dispatch will not occur.

7. ACTIVATION OF MONITORING SERVICE.

7.1. For products or equipment purchased from Company to be used in the alarm system to be monitored, Company will provide instructions, manuals, videos and reasonable assistance at no cost to YOU by telephone or email for installation, set-up, and proper use of the system to enable monitoring by the central station. YOU agree that Company is not liable in any way for any programming, alterations, additions, or any other changes to your monitored security system not made by Company. In setting-up your system, YOU agree to provide information for the zones that the system will cover by submitting a completed Company Customer Information Form found at www.alarmclub.com or www.geoarm.com, as applicable. For all monitored systems, YOU agree to notify Company immediately of any changes to such information by submitting a completed Company Update Zone List form found at <https://www.alarmclub.com/update-zone-list.html> or <https://www.geoarm.com/update-zone-list.html>, as applicable.

7.2. For products or equipment NOT purchased from Company use in the alarm system to be monitored, Company agrees to reasonably assist with programming of any working and compatible system so it can be monitored by the central station. Company has no obligation but may, for a charge, provide assistance with equipment, products or systems not purchased from Company. Technical support for problems with systems or equipment and products not purchased from Customer will be charged at Company's prevailing rates. YOU agree that Company is not liable in any way for any programming, alterations, additions to or any other changes to your monitored security system not made by Company. For all monitored systems, YOU agree to notify Company

immediately of any changes to such information by submitting a completed Company Update Zone List form found at <https://www.alarmclub.com/update-zone-list.html> or

<https://www.geoarm.com/update-zone-list.html>, as applicable.

8. DO IT YOURSELF (DIY) PROGRAMMING AND DISCLAIMER OF RESPONSIBILITY. YOU acknowledge that this is a DIY purchase of equipment, products, and/or services (which includes programming of equipment and monitoring your system) that include the purchase of third party products or use third party services. Company accepts no responsibility for (i) the performance of any equipment, (ii) the transmission of signals to and from the central station, and (iii) the response of the central station or any AHJ. YOU agree that Company is not liable for such third-party products or services, and YOU agree to hold Company, its officers, directors, employees, agents, suppliers, and subcontractors harmless for any liability, loss, damage, expense, and/or cost that may result from such third- party products or services. YOU agree to assume all liability for errors, omissions or improper use of any third party software, program, application, and any other device or lack of device that may be used to input data. Company is not liable for any alterations, additions and/or other changes made to any Company monitored security system.

9. TECHNICAL ASSISTANCE. Technical assistance related to Monitoring Service is available by phone or email during published business hours EST by scheduling an appointment online at <https://www.geoarm.com/remote-tech-support.html>. As necessary, YOU hereby consent to Company remotely accessing your system to provide technical assistance or to intervene a problematic system from sending signals to the central station, e.g., runaway signals.

10. COMMUNICATIONS. YOU acknowledge that Company records all communications with customers, and YOU hereby consent to being recorded for business records and training purposes. YOU further hereby authorize and consent to Company retrieving, copying, and/or disclosing by any method any telephonic, video, written, or any other type of communication between Company and YOU or your representative in connection with any investigation by law enforcement or other governmental agency, or pursuant to court order, related to any incident in connection with the Monitoring Service provided YOU.

11. MAINTENANCE AND REPAIR. YOU, at your cost and expense, agree to maintain all equipment being monitored in good repair, condition, and working order. YOU agree to perform system checks of all connected devices in accordance with manufacturer recommendations at least monthly to confirm that all components of your system are functioning properly, including performing walk tests for installed motion detection devices and checking that batteries are good. YOU agree to notify Company promptly of becoming aware of any operating defect. YOU acknowledge that Company's obligations hereunder only relate to the monitoring service purchased. Company is in no way obligated to maintain or service your system or any device, product, or equipment not part of the system or that are the property of others to which your system is connected to, except as otherwise expressly stated herein. YOU, at your sole expense, are responsible for replacing batteries as required for proper operation of your system.

12. MONITORING PROCEDURES. Alarm or other signals from monitored systems will be handled as follows:

12A. BURGLAR ALARM. Upon receipt of a burglar alarm signal, the central station operator will perform two call verification ("verified response") prior to dispatching the local authority having jurisdiction (the "AHJ") as provided by YOU to Company. The operator will make a first call to the premises, and if no answer, then will make a second call to one person from your contact list at the phone number YOU provided. If your passcode is not provided by the individual answering the call to the central station operator, the AHJ will be dispatched and the central station operator will then use reasonable efforts to contact additional persons on your contact list. Some, but not all systems, may allow for timely disarming of the system before the AHJ is dispatched, and if the case, the alarm panel will send a "cancel" signal after the alarm was triggered. Company does not consider untimely "cancel" signals as valid cancellation of an alarm condition received by the central station operator. In such event, a verbal passcode will be required in order for the central station operator to attempt to cancel the dispatch. YOU acknowledge that whether or not a dispatch may be cancelled is at the sole discretion of the AHJ and agree not to hold Company responsible in any way for such dispatch and any consequences from the dispatch. The central station will comply with applicable ordinances that may differ from provision of the "verified response" described above only if provided in writing to Company by YOU. YOU assume all responsibility for any consequences resulting from your making any changes to the verified response procedure and YOU are responsible for ensuring that all information given to Company is current and in compliance with any local or other laws, regulations, ordinances or codes.

12B. FIRE ALARM.

Residential property: Upon receipt of a fire alarm signal from a residence, the central station operator will make one (1) verification call to the premises and your passcode must be provided. If contact is not made or your passcode is not provided, then the central station operator will dispatch the AHJ as provided by YOU to Company to respond.

Commercial property: Commercial fire alarm signals are never verified unless YOU provided a letter from the local authority having jurisdiction (AHJ) requiring verification. Upon receipt of a fire alarm signal from a commercial account, the central station operator will dispatch local authorities (as provided by YOU to us) to respond and then attempt to notify the premises and/or contacts (as provided by YOU to Company). YOU acknowledge and agree that Company will not be held responsible for any local maintenance, inspections or testing of your system, which may or may not be required by the AHJ.

12C. PANICS/HOLDUPS.

Residential property: Upon receipt of a panic/holdup signal from a residence, the central station operator will make one (1) verification call to the premises and your passcode must be provided. If contact is not made or your passcode is not provided, then the central station operator will dispatch the local authority having jurisdiction (AHJ) as provided by YOU to Company to respond.

Commercial property: Commercial panic signals are never verified. Upon receipt of a panic/holdup signal from a commercial account, the central station operator will dispatch the local authority having jurisdiction (AHJ) as provided by YOU to Company to respond.

12D. DURESS. Duress signals are never verified. Upon receipt of a duress signal, the central station operator will dispatch the local authority having jurisdiction (AHJ) as provided by YOU to Company to respond.

12E. CANCELLED SIGNAL. The central station operator will not respond to a cancelled signal without an alarm triggered and will not initiate a verification call or a dispatch.

12F. LOW BATTERY SIGNALS /POWER LOSS/TROUBLE SIGNALS/SUPERVISORY CONDITION. The central station operator will notify YOU, regardless of the time of day, upon receipt of low battery signals or a supervisory condition (e.g., AC power failure) unless YOU provide Company in writing with instructions that YOU do not want to be notified.

12G. INVALID / UNDEFINED CODES. If a signal is received that cannot be identified, it will be treated as a burglar alarm signal and the central station operator will perform a verified response procedure. If your passcode is not provided to the central station operator, the local authority having jurisdiction (AHJ) as provided by YOU to Company will be dispatched, and the central station operator will use reasonable efforts to contact additional persons on your contact list.

*If you have provided email or text information, YOU will also receive instant notifications of alarms as applicable pursuant to the above conditions.

*Procedures for verification, notification and dispatch can be customized by adding written instructions for the central station operators unless such instructions conflict with applicable laws, regulations, rules, codes, or ordinances.

*YOU are responsible for providing Company with the current telephone/email/text contact and address information for YOU and those persons on your contact list, and for the local authorities having jurisdiction (AHJs) and updating as changes occur. YOU assume all responsibility for making sure any and all information given to Company is current. In the event AHJ contact is not provided by YOU, the central station will make a reasonable effort to obtain such information but is not responsible for any erroneous information used to respond to an alarm condition.

12H. VIDEO VERIFICATION. YOU understand that "video verification monitoring service" means only that the central station operator will react to signals received from your video burglar alarm system. Upon receipt of a video signal indicating unauthorized activity causing a motion detector to activate, the central station operator will use reasonable efforts to view the video to determine the cause of the activation. In the event there is no visual evidence of an intruder, the central station operator will disregard the event. In the event an intruder is viewed by the central station operator, they will dispatch the local authority having jurisdiction (AHJ) as YOU provided to Company and then use reasonable efforts to contact one of the contacts provided by YOU to Company on the contacts list. YOU assume all responsibility for making sure any and all information given to Company is current. YOU agree that your designated representative(s) shall have full authority to respond to alarms on your behalf, and have proper access, passcode, and a key to enter the premises.

12L. PERSONAL EMERGENCY RESPONSE SIGNAL (PERS) / MEDICAL ALERT. Upon receipt of a PERS signal, the central station operator will contact the medical response phone number provided by YOU to Company. YOU agree to hold Company harmless from and against any injury or death due to the negligence or other wrongful act or omission of Company or any of its officers, directors, employees,

agents, and subcontractors regardless of joint, several, active or passive negligence, resulting from improper or failure to dispatch medical assistance providers. YOU acknowledge that Company and its subcontractors have no control of response times of medical providers, and are not liable for any delays in medical responses or care provided.

12J. RUNAWAY SIGNALS. Runaway signals occur when your equipment/system sends the central monitoring station excessive signals. In the event your monitored system sends data to the central monitoring station in an erroneous "runaway" manner, the central station operator will first attempt to contact YOU or contacts individuals on your list provided to Company to take immediate, necessary steps to correct the malfunction or disable the system. If the central station continues to receive erroneous signals, YOU agree that the central station operator has your permission to suspend or terminate your account to limit the costs to YOU associated with runaway signals. YOU are responsible for and agree to pay for any expenses incurred by Company as a result of the malfunction.

13. PRIOR MONITORING AGREEMENTS. Company is not liable for any claim of any other company related to the Monitoring Service being provided to YOU in connection with these Terms. YOU agree to indemnify, defend, and hold harmless Company and its affiliates and subsidiaries, and their officers, directors, employees and agents (Indemnitees), from any allegation, claim or action against one or more of the Indemnitees by any other company in connection with the service provided to YOU hereunder.

14. LIMITED WARRANTY. YOU ACKNOWLEDGE THAT THESE TERMS CONTAIN A LIMITED WARRANTY RELATED TO MONITORING SERVICE.

14.1 Company warrants that the Monitoring Services will be performed in a professional and workmanlike manner consistent with industry standards. If Company receives written notice from Customer of non-conformity with the performance of the services, Company will, as Customer's sole and exclusive remedy for any breach of the foregoing solely attributed to Company, refund to Customer the fees paid for the non-confirming services.

14.2 YOU ACKNOWLEDGE AND AGREE THAT YOUR PAYMENTS FOR MONITORING SERVICE ARE PROCESSED USING A HYPERLINK TO A THIRD PARTY PROCESSOR AND THAT COMPANY HAS NO CONTROL OF THE HYPERLINK OR THIRD PARTY OR THE PROCESS. CONSEQUENTLY, COMPANY ACCEPTS NO FINANCIAL OR OTHER LIABILITY FOR ANY LOSS OR DAMAGES YOU MAY SUFFER FROM YOUR USE OF SUCH PAYMENT METHOD OR FOR ANY DISCLOSURE, THEFT OR UNAUTHORIZED USE OF ANY INFORMATION PROVIDED BY YOU.

14.3 YOU ACKNOWLEDGE AND AGREE THAT MONITORING OF SECURITY DEVICES OR MEASURES, INCLUDING, BUT NOT LIMITED TO, INTRUSION ALARMS, ACCESS GATES, KEYED OR CONTROLLED ENTRY DOORS, CAMERAS, SMOKE DETECTORS, FIRE EXTINGUISHERS, SPRINKLER SYSTEMS, OR OTHER DEVICES, IS NOT FOOLPROOF AND MAY FAIL OR BE THWARTED BY CRIMINALS OR BY ELECTRICAL OR MECHANICAL MALFUNCTIONS, INTERRUPTION OF TELEPHONE SERVICE, CELLULAR OR INTERNET. COMPANY DOES NOT REPRESENT NOR WARRANT THAT YOUR SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT THE SYSTEM OR MONITORING SERVICE WILL IN CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT IS INTENDED, OR THAT THE MONITORING SERVICE OF THE SYSTEM WILL PREVENT ANY PERSONAL INJURY OR LOSS BY BURGLARY, HOLD-UP, FIRE OR OTHERWISE, OR THAT YOUR SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED. YOU ACKNOWLEDGE THAT THE OPERATION OF YOUR SYSTEM IS ENTIRELY YOUR

RESPONSIBILITY AND THAT YOU ARE SOLELY RESPONSIBLE FOR THE PROPER OPERATION AND REGULAR TESTING OF ALL DEVICES OF YOUR SYSTEM, INCLUDING, BUT NOT LIMITED TO, ALARM AND SMOKE DETECTORS.

14.4 COMPANY MAKES NO REPRESENTATION AS TO SUITABILITY OR CONDITION OF YOUR SYSTEM. YOU AGREE THAT COMPANY SHALL NOT BE LIABLE FOR THE FAILURE OF YOUR SYSTEM DEVICES TO SEND SIGNALS AND THAT YOU ARE SOLELY RESPONSIBLE FOR THE PROPER INSTALLATION, OPERATION, MAINTENANCE, AND REGULAR TESTING OF ALL DEVICES CONNECTING TO YOUR SYSTEM BEING MONITORED TO SEND SIGNALS TO THE CENTRAL MONITORING STATION.

14.5 YOU UNDERSTAND AND AGREE THAT COMPANY IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY YOU, AT YOUR SOLE EXPENSE; THAT THE PAYMENTS PROVIDED IN CONNECTION WITH MONITORING SERVICE ARE BASED SOLELY ON THE VALUE OF THE SERVICE AS SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF YOUR PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON YOUR PREMISES; THAT COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE THAT THE SYSTEM OR SERVICE SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS INTENDED TO DETECT OR AVERT.

14.6 THE MONITORING SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," AND COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR REGARDING THE RESULTS OR PERFORMANCE THAT WILL BE ACHIEVED BY USERS OR AS A RESULT OF USE OF ANY OR ALL OF THE SERVICE. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL PERFORM UNINTERRUPTED OR WITHOUT ERROR.

14.7 THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE WITH RESPECT TO THE MONITORING SERVICE AND SUPPORT SERVICES PROVIDED IN CONNECTION WITH YOUR ORDER FOR MONITORING SERVICE AND THESE TERMS ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW. TO THE EXTENT NOT PROHIBITED BY STATE LAW, THE IMPLIED WARRANTY LIMITATIONS WILL APPLY IN DURATION AND SCOPE REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, WILLFUL MISCONDUCT, MISREPRESENTATION, BREACH OF ANY KIND, OR ANY OTHER CLAIMS IN CONTRACT, TORT OR OTHERWISE. SOME JURISDICTIONS DO NOT PERMIT THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITIES SO THE ABOVE LIMITATIONS MAY NOT APPLY IN WHOLE OR IN PART IN SUCH JURISDICTION.

15. LIMITATION OF LIABILITY AND DAMAGES.

15.1 YOU ACKNOWLEDGE THAT THESE TERMS LIMIT LIABILITY AND REMEDIES RELATED TO THE MONITORING SERVICE PROVIDED.

15.2 COMPANY AND ITS AFFILIATES AND SUBSIDIARIES, AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND CONTRACTORS, SHALL NOT BE LIABLE FOR NON-PERFORMANCE OR DELAY IN PERFORMANCE OF ANY OBLIGATION TO THE EXTENT CAUSED BY EVENTS OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, FORCE MAJEURE EVENTS AS DESCRIBED LATER HEREIN. ANY ACTION AGAINST COMPANY ARISING FROM OR

RELATING TO THE MONITORING SERVICE TO WHICH THESE TERMS APPLY, COMPANY MUST BE NOTIFIED IN WRITING OF THE INCIDENT IMMEDIATELY AFTER IT OCCURS, AND ANY CAUSE OF ACTION MUST BE BROUGHT WITHIN 6 MONTHS AFTER THE CAUSE OF ACTION ARISES.

15.3 IN NO EVENT WILL COMPANY OR COMPANY'S AFFILIATES AND SUBSIDIARIES, OR THEIR DIRECTORS, OFFICERS, REPRESENTATIVES, AGENTS AND CONTRACTORS, INDIVIDUALLY OR COLLECTIVELY ("COMPANY PARTIES"), BE LIABLE IN CONNECTION WITH THE MONITORING SERVICE OR THESE TERMS FOR INJURIES TO PERSONS, OR DAMAGE TO OR LOSS OF PROPERTY, FOR ANY GENERAL, DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS, SAVINGS, OR LOSS OF BUSINESS, INVENTORY, OR PERSONAL PROPERTY, OR OTHER FINANCIAL LOSS, LOSS OF USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, THIRD PARTY PRODUCTS OR SERVICES OR THE SALE, LICENSE, INSTALLATION, SERVICING, MAINTENANCE, USE, WARRANTY, PERFORMANCE, FAILURE OR INTERRUPTION OF THE MONITORING SERVICES UNDER ANY LEGAL THEORY OR FOR ANY CAUSE WHATSOEVER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY, REGARDLESS OF WHETHER YOU WERE ADVISED OF THE POSSIBILITY THEREOF. COMPANY'S MAXIMUM LIABILITY FOR DAMAGES ARISING FROM THESE TERMS, INCLUDING, WITHOUT LIMITATION, ARISING OUT OF OR RELATED TO THE PRODUCT, THIRD PARTY PRODUCTS, AND/OR SERVICES FURNISHED, WILL NOT EXCEED, IN THE AGGREGATE, THE PRICE PAID TO COMPANY FOR THE PRIOR 6 MONTHS OF MONITORING SERVICE OR \$100.00, WHICHEVER IS LESS. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME JURISDICTIONS DO NOT PERMIT THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITIES SO THE ABOVE LIMITATIONS MAY NOT APPLY IN WHOLE OR IN PART IN SUCH JURISDICTION.

15.4 IN THE EVENT COMPANY TAKES OVER MONITORING OF AN EXISTING SECURITY SYSTEM OWNED BY YOU AND NOT DESIGNED, SOLD OR INSTALLED FOR YOU BY COMPANY, COMPANY ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE MAINTENANCE, OPERATION OR NON-OPERATION, ACTUATION OR NON-ACTUATION, OF YOUR EXISTING EQUIPMENT AND SYSTEM. COMPANY SHALL NOT BE RESPONSIBLE ANY CONSEQUENCES OR PENALTIES OR FEES ASSOCIATED WITH YOUR CANCELLATION OF ANY OTHER AGREEMENT YOU MAY HAVE WITH ANOTHER PARTY TO PROVIDE SIMILAR SERVICES.

15.5 THIS LIMITATION OR DISCLAIMER OF LIABILITY FOR DAMAGES WILL SURVIVE AND NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREUNDER WILL FAIL OF ITS ESSENTIAL PURPOSE. CUSTOMER HAS ACCEPTED THIS LIMITATION OF LIABILITY FOR DAMAGES AS PART OF THE BARGAIN FOR THE ATTRACTIVE PRICING OF THE MONITORING SERVICE AND UNDERSTANDS THAT THE PRICE OF THE SERVICE WOULD BE HIGHER IF COMPANY WERE REQUIRED TO BEAR ADDITIONAL LIABILITY FOR DAMAGES. **18.6** TO THE EXTENT NOT PROHIBITED BY STATE LAW, THESE LIMITATIONS WILL APPLY REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, WILLFUL MISCONDUCT, MISREPRESENTATION, BREACH OF ANY KIND, OR ANY OTHER CLAIMS IN CONTRACT, TORT OR OTHERWISE. SOME JURISDICTIONS DO NOT PERMIT THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITIES SO THE ABOVE LIMITATIONS MAY NOT APPLY IN WHOLE OR IN PART IN SUCH JURISDICTION.

16. INSURANCE. Company agrees to perform the Monitoring Service without liability and not as an insurer. Company encourages YOU to carry adequate insurance covering bodily injury, death, and damage to or loss of property. Adequate insurance would compensate your losses, including without limitation, burglary, hold up, and fire, transmission problems due to severance of communication path

to the central monitoring station, equipment failure, or human error. Alarm systems are not fool proof and they do not replace insurance.

16.1 YOU acknowledge it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of Company's obligations or if due to a failure or malfunction in your system to properly operate because of, among other things: the uncertain amount or value of your property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other local authority having jurisdiction; the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform any of its obligations or the nature of the Monitoring Service to be performed.

16.2 YOU understand and agree that if Company should be found liable for any loss or damage due from a failure to perform any of its Monitoring Service obligations, Company's liability shall be limited to a sum equal to the price paid by YOU for a total of six (6) months monitoring payments or One Hundred Dollars (\$100.00) whichever is the lesser, and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of any of Company's obligations or from negligence, active or passive, of Company or its employees, agents, or contractors.

16.3 In the event that the YOU wish Company to assume greater liability, YOU may, as a matter of right, obtain from Company a higher limit by paying an additional amount to Company, and an addendum/amendment shall be attached hereto setting forth higher limit and additional amount, but this additional obligation shall in no way be interpreted to hold Company as an insurer.

16.4 When YOU in the ordinary course of business have the property of others in your custody, or the monitored system extends to protect the persons or property of others, YOU agree to and shall indemnify, defend and hold harmless Company and its affiliates and subsidiaries, and its and their directors, officers, employees, representatives, agents, and contractors (providing any services in connection with your Order) for and against all claims of direct or indirect, consequential, incidental, special or punitive damages in the event not limited to loss in profits or injury to persons or loss of or damage to property, brought by such individuals and owners of said property arising out of the Monitoring Service under the Order and these Terms.

17. INDEMNITY. In connection with the Monitoring Services purchased, You agree to indemnify and hold harmless Company and its, and Company's affiliates and subsidiaries, and their directors, officers, employees, agents and contractor (performing services in connection with your Order and these Terms) (collectively, the Indemnitees) from and against any claim, loss, liability, loss or damages incurred by any one or more of the Indemnitees as a result of your (i) breach or default of any obligation under or provision of these Terms, (ii) negligence or other wrongful act or omission, or that of your employees, representatives, or agents, or (iii) your violation of any law, rule, regulation, code or ordinance.

18. SUBCONTRACT. Company may subcontract for any of the provided services.

19. TERMINATION. The monitoring term agreed to is **MONTH TO MONTH**. YOU may cancel Monitoring Service at any time with 30 days advance written notice to Company prior to the beginning of the month of desired cancellation. Company may terminate Monitoring Service at any time, for cause (e.g., nonpayment, malfunctioning or antiquation of Customer's system, labor difficulties, regulatory changes,

or other) or no cause immediately, with notice to YOU by email at the last email address provided by YOU. Company's termination of service shall not constitute a waiver of its right to collect any charges or expenses which have accrued prior to or become due after termination or to pursue any remedy permitted it under law or in equity. Company reserves the right to immediately cancel Monitoring Service, without notice, in the event the central monitoring station, connection link, or the equipment monitoring your alarm system is destroyed by fire or other catastrophe, or is so substantially damaged that it is impractical or impossible, in Company's sole discretion, to continue provision of service. In any such event, YOU shall be liable only for any payments for services that accrued prior to date of cancellation and any other charges connected thereto.

20. FORCE MAJEURE. Company assumes no liability for delays or interruptions in the provision of the Monitoring Service caused by acts of God, acts of suppliers or contractors, acts of civil or military authority, fires, strikes, riots, labor stoppages or shortages or the labor problems, floods, earthquakes, hurricanes or other severe weather, epidemics and pandemics (including the lingering effects of COVID-19, infectious disease or other public health or governmental agency requirements), quarantine, war, riots, terrorist threats or acts, national or regional emergency, civil unrest, embargoes, blockades, supply chain delays, shipping or other transportation delays, shortages of power and other industrial disturbances, electrical outages or surges, interruption of telephone, cellular or internet service, shortage of materials or processing facilities, labor problems, delays of suppliers or contractors, or government priority systems, actions taken or threatened by any governmental agencies. or any other causes or contingencies, similar or dissimilar, beyond the reasonable control of Company. Consequently, Company will not be required to perform the Monitoring Service while such force majeure event continues and any such nonperformance shall not be deemed a breach or default of Company, but will endeavor to resume service at soon as practical.

21. COLLECTION COSTS. YOU agree to pay all costs of collection incurred by Company in the enforcement of these Terms, at trial and appellate level, including without limitation, prejudgment interest, administrative expenses, court costs, and reasonable attorneys' fees.

22. DEFAULT OF CUSTOMER. YOU shall be in default of these Terms if: (a) your payment is declined unless YOU provide Company with a valid form of payment within five (5) days of notification of denial, (b) YOU willfully or negligently cause repeated false alarms/signals and fail to take immediate corrective measures upon notice by the central monitoring station of the problem, (c) YOU fail to perform any other obligation under these Terms and not correct the same within five (5) days of notice of your breach by Company. In any such default, Company has the right to immediately terminate Monitoring Service to one or more (or all) of your locations being monitored without notice and YOU shall be responsible for all charges and fees incurred to date of termination by Company.

23. REACTIVATION CHARGE. YOU agree to pay a \$8.00 reactivation charge together with any past due balances for central monitoring station services to be reactivated.

24. LATE CHARGES. Past due balances shall accrue interest at the rate of one and a half (1.5%) percent per month from the date of delinquency or highest rate permitted under Florida law, whichever is the greater. Company reserves the right to refuse to repair or provide technical support or perform monitoring services until all past amounts have been paid in full. YOU agree to pay a \$25.00 administrative fee for any check or credit card transaction that is returned to Company as unpaid or

declined for any reason, as well as, collection costs and expenses, including without limitation, reasonable attorneys' fees incurred by Company to collect amounts owed.

25. ENTIRE AGREEMENT. These Terms constitute the entire agreement between YOU and Company with respect to your Order and purchase of Monitoring Service, and supersede any and all prior agreements and understandings, whether written or oral, not incorporated herein. It is mutually understood and agreed that any representation, promise, advertising or other statement, condition, inducement, or warranty, express or implied, whether written or verbal, not included in writing in these Terms shall not be binding upon Company. Any change, modification or alternation of these Terms shall be in writing and must be signed by an authorized representative of Company. If there is any conflict between these Terms and the Order, or any or any other document related to the Product, these Terms will govern, whether such Order or other document is prior to or subsequent to this agreement.

26. ASSIGNMENT. This agreement is not assignable by YOU without prior written consent of Company. YOU will recognize any assignment of this agreement by Company and will furnish upon request the assignee with a written acknowledgement that these Terms are in full force and effect and will not be subject to claims, defenses or set-offs that YOU may have against Company. Company shall have the right to assign this agreement or subcontract any of the services it may perform.

27. COMPLIANCE WITH LAWS AND EXPORT CONTROL. YOU agree that the Monitoring Services are in compliance with applicable federal, state and local laws, rules, regulations, ordinance and codes. You may not use or otherwise export or re-export the products and services except as authorized by United States law and the laws of other applicable jurisdictions. In particular, but without limitation, YOU agree that the products and services may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the products and Monitoring Service, YOU represent and warrant that YOU are not located in any such country or on any such list. YOU also agree that you will not use the products or services for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of missiles or nuclear, chemical, or biological weapons.

28. ALARM.COM INCORPORATED TERMS (for all Alarm.com Monitoring Plans). YOU have recently agreed to purchase residential or commercial security products and services from dealer ("Company") an independently owned and operated security services dealer. Alarm.com Incorporated ("Alarm.com") has authorized Company to market and sell to you "Alarm.com Services" for your use with certain hardware and other products ("Equipment") that enable the Alarm.com Services. These Alarm.com Terms (Sections A1 through A10) are part of your legal agreement with Company. Go to <https://sep.yimg.com/ty/cdn/yhst-51756635596032/alarm-dot-com-terms.pdf> to view the Alarm.com Terms, they contain among other things, important warranty disclaimers (in Section A3) and limitations of liability (in Section A5) applicable to your use of the Alarm.com Services and products. By checking off the box next to "I have read and AGREE to the Company monitoring contract you are entering into a "click-wrap agreement" with Company and additionally with Alarm.com. By accessing the Alarm.com customer website or using any other part of the Alarm.com Services, you agree to be bound by these Alarm.com Terms. Although these Alarm.com Terms are part of your legal agreement with Company, you acknowledge and agree that they may be enforced by Alarm.com directly. Please read in full and print for your records the Alarm.com Terms.

29. GOVERNING LAW. These Terms are considered agreed to and accept in the State of Florida. These Terms are governed by and construed in accordance with the laws of the State of Florida. YOU agree that jurisdiction for any action relating to the Monitoring Services provided under these Terms shall be the state courts in Florida and that exclusive venue shall lie in Palm Beach County, Florida. Prior to filing any action, YOU and Company agree to exercise good faith efforts to resolve any dispute. If attempts are unsuccessful and prior to initiating any litigation, YOU agree to attend mediation arranged by Company in West Palm Beach, Florida. The costs of mediation shall be shared equally by YOU and Company.

30. ELECTRONIC SIGNATURES. A scanned pdf copy or electronic signature to these Terms shall be deemed an original signature for enforcement purposes.

31. SEVERABILITY. If any terms or provisions of these Terms shall be determined to be invalid or inoperative, all of the remaining terms and provisions herein shall remain in full force and effect.

32. SURVIVAL. All obligations related to indemnity and compliance with laws, and any other provisions by their nature or context in these Terms that should survive termination, shall survive.

33. WAIVER. The failure of Company to enforce any of provision herein shall not be construed to be a waiver of Company's right thereafter to enforce such provision or any other provision. All waivers must be in writing and signed by Company.

34. INTERPRETATION. YOU acknowledge that you had the opportunity to have these Terms reviewed by an attorney of your choice. With respect to the interpretation of these Terms concerning an ambiguity or otherwise, there shall be no presumption against Company as the drafter of these Terms.

35. ELECTRONIC FORMAT. By purchasing products or services from Company, YOU agree to be legally bound and that these Terms and Conditions govern such purchase of products and services and acknowledge that your consent has been by electronic format pursuant to the federal Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transactions Act.