

PREMIER ALARM SOLUTIONS ALARM MONITORING AGREEMENT

CUSTOMER INFORMATION:

Customer 1:		DOB:	
Customer 2:		DOB:	
Business Name:			
Address:		City & State:	Zip:
Billing Address: (if different)		City & State:	Zip:
Phone 1:		Phone 2:	
Email:		Sale Date:	Alarm.com: <input type="checkbox"/>
Account Number:			

MONTHLY AUTO-PAY ENROLLMENT:

Name of Bank:	Routing #:	Acc #:
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OR

Card #:	Exp. Date:	Card Type:
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This Alarm Monitoring Agreement (this “**Agreement**”) is entered into as of the Sale Date indicated above (the “**Effective Date**”) between Premier Alarm Solutions, LLC, a Texas limited liability company (“**Premier**”), and the owner of the residence or business shown above (“**Customer**”). Premier and Customer are collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

Recitals

- A. Premier will provide wireless alarm monitoring services (hereinafter, “**Monitoring Services**”) as more particularly described in Section 1) to Customer; and
- B. Customer desires to acquire Monitoring Services from Premier.

Agreement

Accordingly, the Parties agree as follows:

1. **MONITORING SERVICES:** Premier will provide Monitoring Services for Customer’s Monitoring System (as defined below) installed at the residence or business address indicated above (the “**Premises**”). Upon receipt of an alarm signal from the Premises, Premier is responsible only for attempting to notify Customer, persons submitted to be contacted by Premier on Customer’s contact list, a guard service, or the appropriate responding agency, as is appropriate for the type of signal received, which shall be determined solely by Premier. For non-emergency signals, including, but not limited to, low-battery, system troubles, power loss, and other similar signals, Premier will only

attempt to contact Customer between 7:00 a.m. and 10:00 p.m. Premier may not respond to non-emergency signals during periods of time when Premier is receiving high volumes of alarm signal traffic for other customers. Regarding burglary signals, Premier will make all reasonable efforts to verify that an emergency exists by calling Customer's primary contact phone number and, if necessary, contact the person designated on Customer's contact list for enhanced verification. If contact cannot be established with Customer or person designated for enhanced verification, then Premier will attempt to contact the appropriate responding agency. The Parties must comply with local notification and response requirements, which may require visual verification of an emergency prior to response, and Customer agrees to pay any charge associated with this requirement.

2. **TERM:** This Agreement will continue for an initial term of _____ months (the "**Initial Term**") unless terminated earlier pursuant to the terms in this Agreement. Unless terminated pursuant to the terms of this Agreement, this Agreement will automatically renew for successive one-year term(s) (each a "**Renewal Term**"). This Agreement will not be binding upon Premier until Premier begins the Monitoring Service. If, for any reason, the automatic Renewal Term described above is ineffective, then this Agreement will renew on a month-to-month basis.
3. **SERVICE FEES:** Customer agrees to pay Premier \$ _____ per month *plus* any applicable tax, permit fees, false alarm charges, communication charges, Return Check Charges (as defined below), guard charges, service charges, Late Charges (as defined below), or other related charges, if applicable, whether imposed on Customer or Premier (the "**Monthly Monitoring Fee**"), due on the first day of the month commencing with the month following completion of connection. Customer agrees to pay a pro rata share of the Monthly Monitoring Fee for the month in which the Monitoring Service commenced, if the Monitoring Service is commenced on a day other than the first day of the month. Premier may increase the Monthly Monitoring Fee during the Initial Term or any Renewal Term, up to 5% annually without prior notice to Customer. Customer agrees to pay a \$25 fee on each failed payment ("**Return Check Charges**"). In the event payment due to Premier is more than 10 days delinquent, Premier may impose and collect a delinquency charge of 1.5% per month (18% per annum), of the amount of the delinquency charge ("**Late Charge**"). If any Late Charges or Return Check Charges are held to be in excess of the highest lawful amount, then such charges shall be reduced to the highest lawful amount, and any excess charges (if paid by Customer) will be promptly refunded or credited to Customer's account. Premier may not provide a billing statement to Customers who use autopay or credit card payments.
4. **LICENSE AND PERMITS:** Customer shall obtain and maintain any required license or permit for the use of the Monitoring System, at Customer's sole expense. If Customer fails to obtain, maintain, or update any required license or permit, then such action will be deemed a material breach of this Agreement, relieving Premier of any obligations pursuant to this Agreement and Premier may terminate this Agreement without notice to Customer.
5. **DISCLAIMER OF WARRANTIES: PREMIER DOES NOT REPRESENT OR WARRANT THAT THE MONITORING SYSTEM OR MONITORING SERVICES WILL:** (a) prevent any loss of, or damage to, real or personal property, or result in personal injuries or death by, but not limited to, burglary, fire, or robbery; (b) prevent or avert occurrences or consequences which the Monitoring System or Monitoring Service is designed to detect, prevent, or avert; (c) provide

protection for which the Monitoring System or Monitoring Service is intended; (d) operate and function properly; and (e) in all cases, provide the specified notification service or respond properly. **CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER PREMIER NOR ITS REPRESENTATIVES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OWNERS, AFFILIATES, OR AGENTS (COLLECTIVELY, "REPRESENTATIVES") HAVE MADE ANY REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE MONITORING SYSTEM OR MONITORING SERVICES, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR A PARTICULAR PURPOSE, other than those expressly contemplated in this Agreement.**

6. **PREMIER NOT AN INSURER: CUSTOMER SHALL NOT CONSIDER PREMIER OR ITS REPRESENTATIVES TO BE AN INSURER; CUSTOMER SHALL ASSUME ALL RISK OF PERSONAL INJURY, LOSS, OR DAMAGE TO THE PREMISES OR TO THE CONTENTS THEREOF.** Customer shall obtain insurance if desired, and shall not be covered by Premier's insurance. In addition to Premier's other rights at law or pursuant to this Agreement, Customer hereby releases Premier and its Representatives from any liability for any event or condition covered by Customer's insurance.

7. **DISCLAIMER OF LIABILITY: IN NO EVENT WHATSOEVER SHALL PREMIER BE LIABLE TO CUSTOMER FOR ANY LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, THEFT OF PROPERTY, OR PROPERTY DAMAGE) ARISING FROM ANY FAILURE OF OR DEFECT IN THE MONITORING SERVICE OR MONITORING EQUIPMENT. THIS DISCLAIMER OF LIABILITY SHALL APPLY TO ANY SUCH LOSS OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGE ARISING FROM A FAILURE OR DELAY IN THE DETECTION OR REPORTING OF A SIGNAL FROM THE PREMISES. THIS DISCLAIMER OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR LOSS OR DAMAGE IS BASED ON BREACH OF CONTRACT, STRICT LIABILITY, PRODUCT LIABILITY, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, INTENTIONAL MISCONDUCT, OR ANY OTHER LEGAL THEORY.** Premier disclaims any liability to Customer and shall not be held liable for any number of reasons, including the following: (a) the uncertain amount or value of Customer's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the Monitoring Service or the Monitoring System is designed to detect or avert; (b) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as result of a signal being received; or (c) the inability to ascertain what portion, if any, of any loss would be proximately caused by Premier's failure to perform or by its equipment's failure to operate. If, for any reason, a court of competent jurisdiction should find that the foregoing disclaimer of liability is unenforceable, then Premier's liability to Customer shall be limited to \$1,000 as the sole and exclusive liability of Premier or its Representatives. If, for any reason, a court of competent jurisdiction finds that the limitation of liability described in the previous sentence is unenforceable, Premier shall still not be liable to Customer for any incidental or consequential damages, including, but not limited to, lost profits, lost rents, lost use, lost time, delay, mental anguish, or inconvenience.

8. **CUSTOMER'S DUTIES:** Customer shall maintain the Monitoring System in good operating condition and shall secure and maintain all licenses or permits that may be necessary for the continued monitoring and use of the Monitoring System. **CUSTOMER SHALL TEST THE MONITORING SYSTEM MONTHLY AND ANYTIME THERE IS A CHANGE TO ANY ASPECT OF THE MONITORING SYSTEM. CUSTOMER SHALL PROVIDE PREMIER AND ITS REPRESENTATIVES WITH WRITTEN NOTICE OF ANY CHANGES, REVISIONS, AND MODIFICATIONS TO THE MONITORING SYSTEM, AND SHALL PROVIDE AND MAINTAIN CURRENT AND CORRECT CUSTOMER AND EMERGENCY CONTACT INFORMATION WITH PREMIER. CUSTOMER SHALL NOTIFY PREMIER WITH WRITTEN NOTICE PROMPTLY IF CUSTOMER BELIEVES THERE IS ANY PROBLEM.** Local authorities may not respond to alarm notifications until all permits or licenses for use of the Monitoring System have been obtained. Premier shall have no obligation to maintain, repair, service, replace, operate, or assure the operation of the Monitoring System, or any device or devices of Customer, telephone company, or any Monitoring System utilized to deliver signals to Premier. **CUSTOMER'S DUTIES PURSUANT TO THIS SECTION ARE IMPORTANT TO ENSURE THAT THE MONITORING SYSTEM FUNCTIONS PROPERLY. IF CUSTOMER FAILS TO PERFORM SUCH DUTIES, PREMIER AND ITS REPRESENTATIVES SHALL NOT BE LIABLE FOR DAMAGES OR SUBJECT TO A PENALTY AS A RESULT.**
9. **FAMILIARIZATION PERIOD:** Customer acknowledges and understands that the Premises may be located in a jurisdiction which requires, by law, a familiarization period for a certain number of days ("**Familiarization Period**"). During any Familiarization Period, Premier shall not have any obligation to notify any authority of any alarm signal Premier receives from the Premises, even if such signal is due to an actual emergency event.
10. **DEFAULT; SERVICE TERMINATION:** Customer will be in default and breach of this Agreement if Customer: (a) fails to pay any fees or charges when due; (b) generates, in Premier's sole judgment, excessive false alarms; or (c) fails to perform other obligations set forth in this Agreement and such failure continues for 10 days after issuance of written notice by Premier (collectively, "**Default**"). In the event of a Default, Premier may, by written notice to Customer, terminate the Monitoring Services, effective immediately. Premier's responsibilities and liabilities pursuant to this Agreement shall also immediately cease. Customer shall remain responsible for all charges incurred prior to the effective date of the service termination.
11. **REMEDIES:** If Customer breaches this Agreement, Customer acknowledges that he, she, or it will cause substantial damage to Premier, and because it would be difficult, if not impossible, to determine the amount of such damage, Customer shall pay, as liquidated damages and not as a penalty, either an amount equal to 80% of the remaining payments owed during the Initial Term or the then-current Renewal Term, or all sums Premier may be entitled to pursuant to state law, and in either case, any related levies, court costs, collection costs, and attorney's fees. All amounts are due immediately without presentment, demand, protest, or further notice, all of which Customer expressly waives.
12. **EFFECT OF TERMINATION:** In addition to any remedies afforded Premier by law or by this Agreement, Customer shall make available to Premier, in substantially the same condition as when received, any goods delivered to Customer pursuant to this Agreement. Alternatively, Customer

must comply with reasonable instructions from Premier regarding the return shipment of goods at Customer's sole expense.

13. **MONITORING SYSTEM**: Customer's alarm system communicates with Premier's monitoring facility utilizing one or more networks, such as telephone, cable, Internet, cellular, or radio. It may also utilize equipment in the Premises, such as telephone or cable equipment, modem, router, or power supply. Together, the alarm system, the network, and other equipment represent the whole system (collectively, the "**Monitoring System**"). The Monitoring System is beyond the control of Premier and Premier shall not be responsible for the Monitoring System's reliability or continued compatibility with this intended usage. Each network and the related equipment have inherent risks and Customer should consider his, her, or its own needs and requirements before choosing an alarm system. **IN ORDER FOR THE MONITORING SYSTEM TO TRANSMIT SIGNALS OVER THE INTERNET, IT MUST HAVE UNINTERRUPTED ACCESS TO A HIGH-SPEED INTERNET CONNECTION THAT IS ALWAYS POWERED. IF THE MONITORING SYSTEM USES A TELEPHONE LINE AND THAT LINE IS DISCONNECTED, THE ALARM TRANSMISSION WILL FAIL.** If a signal from the Monitoring System does not reach Premier's monitoring facility for any reason, Premier will not be able to respond and Premier will not know about the communication problem. Communication issues might include, but are not limited to, network outages, severed lines, lack of power to key components, signal jamming, obsolescence or failure of components, and changes in laws or regulations. Customer should test the Monitoring System on a regular monthly basis and any time there is a change to any aspect of the Monitoring System. If Customer chooses a means of communication that causes the Monitoring System to seize control of a communication network in order to communicate with the monitoring facility, Customer understands that he, she, or it will not be able to use that same communication network to call for emergency response during the time that the communication network is in use.
14. **INTERRUPTION OF SERVICE**: Neither Premier nor its Representatives assume any liability for the interruption of the Monitoring Service due to strikes, riots, floods, storms, earthquakes, fires, power failures, pandemics, interruption or unavailability of communication network service, acts of God, or for any other cause beyond the control of Premier or its Representatives. In case of such an event, Premier may suspend the Monitoring Service and this Agreement without liability and without notification to Customer. Premier may suspend or cancel this Agreement without notice, liability, or penalty should the Monitoring System, the Premises, or Premier's or its Representatives' monitoring facilities become so substantially damaged that further Monitoring Service is impractical. Customer shall remain responsible for paying for Monitoring Services previously provided.
15. **THIRD PARTY INDEMNIFICATION**: In the event any person, not a party to this Agreement, brings any claim or files a lawsuit against Premier or its Representatives, for any reason related to Premier's obligations pursuant to this Agreement, including, but not limited to, the failure of or a defect in the Monitoring Service or equipment, Customer shall indemnify, defend, and hold harmless Premier and its Representatives from any and all such claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees. This indemnification shall apply regardless of whether the claim for loss or damage is based on breach of contract, strict liability, product liability, breach of warranty, express or implied, negligence, gross negligence, recklessness, intentional misconduct, or any other legal theory.

16. **RELEASE OF INSURED LOSS; WAIVER OF SUBROGATION:** Customer hereby discharges and agrees to hold Premier harmless from any and all claims, liabilities, damages, losses, or expenses, arising from or caused by any hazard covered by insurance in or on the Premises whether said claims are made by Customer, his, her, or its agents, insurance carrier, or other parties claiming under or through Customer. Customer shall indemnify, defend, and hold harmless Premier and its Representatives from any action for subrogation that may be brought against Premier or its Representatives by any insurer or insurance carrier, or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fees. Customer shall notify his, her, or its insurance carrier of the terms of this provision.
17. **LIMITATIONS ON ACTIONS:** To the extent permitted by law, neither Party shall bring any suit or action that relates in any way to this Agreement, whether based upon contract, negligence, or other legal theory, against the other Party more than one year after the accrual of the cause of action.
18. **BINDING ARBITRATION; GOVERNING LAW; VENUE: THE PARTIES SHALL RESOLVE THROUGH BINDING ARBITRATION ALL CLAIMS, DISPUTES, OR LAWSUITS (COLLECTIVELY "CLAIMS"), REGARDLESS OF THEIR NATURE, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER BUSINESS RELATIONSHIP BETWEEN THE PARTIES.** Arbitration pursuant to this Agreement shall be conducted in accordance with the commercial rules of the Federal Arbitration Act. Arbitration or any related litigation will take place in Potter County, Texas, unless the Parties agree in writing to a different location. The arbitration shall be conducted by an attorney who is knowledgeable about the security industry and shall be agreed upon by the Parties. The arbitrator is not authorized to grant punitive damages. All direct and indirect costs for arbitration will be paid by the non-prevailing Party. The arbitration proceedings, including decisions and awards, shall be held in confidence by the Parties. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. **THE PARTIES ACKNOWLEDGE THAT BY EXECUTING THIS AGREEMENT, THEY ARE WAIVING ALL RIGHTS TO A JURY OR BENCH TRIAL FOR ALL CLAIMS BETWEEN THE PARTIES.** The Parties agree venue is appropriate and proper in Potter County, Texas.
19. **FALSE ALARMS:** Customer acknowledges that local authorities may impose fines for false alarms or signals, and Customer is responsible for these fines, and any related costs, whether they are levied directly on Customer or on Premier or its Representatives. Premier may elect to pay false alarm fines and related costs. If Premier elects to pay any false alarm fines and related costs, then Customer must reimburse Premier for the same within 10 days after payment is made by Premier.
20. **RESIDENTIAL SERVICE PLAN OPTION:** Customer may request an optional repair service other than service pursuant to an original installation warranty (the "**Optional Service**"). Premier or its Representatives may agree to provide the Optional Service during its regular business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday (excluding federal holidays) for \$50 per incident for as long as Premier provides the Monitoring Service to Customer and Customer is current on all payments. Customer shall pay for service provided outside these times at Premier's customary rates. The Optional Service does not cover (and Customer shall remain responsible for) repairs to or replacements of batteries, key fobs, alarm screens, cellular equipment, cameras, video equipment, home automation or interactive notification services, and other similar equipment . It

also does not cover damage caused by abuse, misuse, faulty connections, tampering, construction, vandalism, theft, acts of God, cosmetic damage, or any other cause other than normal wear and tear.

21. **LIFE SAFETY DEVICES**: Life safety devices, including, but not limited to, smoke detectors and carbon monoxide detectors, shall be installed and operated in strict compliance with manufacturer's and Premier's specifications, tested at least monthly, and used in conjunction with only UL certified devices. To the extent fire and safety devices rely on other devices not connected to the Monitoring System, Customer shall ensure that all devices are powered by an always-on power source or live battery. Customer acknowledges that if power is lost for any reason, signals will not be transmitted to Premier. Customer shall verify, on a monthly basis, that all life safety devices can properly transmit signals via the Monitoring System. Customer shall be solely responsible to comply with applicable laws, codes, regulations, or standards relating to the installation, placement, and maintenance of any such life safety devices.
22. **ASSIGNMENT**: This Agreement may not be assigned or delegated in whole or in part by Customer and any such assignment or delegation by Customer shall be considered void. Premier may assign or delegate all or any portion of this Agreement without notice to Customer and any such assignee shall be entitled to the rights, benefits, privileges, and protections afforded to Premier pursuant to the terms of this Agreement.
23. **ACKNOWLEDGEMENT**: Customer authorizes the release by a consumer reporting agency of consumer credit information to Premier and its assigns now and at any time during the term of this Agreement. Customer consents to the recording of all communications between the Parties.
24. **LICENSING**: Texas residents may direct complaints to the Texas Private Security Bureau at the Texas Department of Public Safety — MSC 0241, P.O. Box 4087, Austin, Texas 78773 or (512)-424-7293. Premier's Texas license number is B05212101.
25. **NOTICES**: Any notices required pursuant to this Agreement shall be sent to the following address:

Notice to Premier: Premier Alarm Solutions, LLC, 6117 W Amarillo Blvd, Amarillo, Texas 79106.

Notice to Customer: the address provided above.
26. **PRIVACY**: Premier will use commercially reasonable efforts to maintain the privacy of Customer's information. Customer understands that Premier cannot guarantee privacy and Customer shall not hold Premier liable for any claims, loss, damages, or costs that may result from loss of privacy. Customer consents to Premier contacting Customer about new products and services.
27. **AGENCY**: Customer acknowledges that any dealer shall be considered the agent of Customer for the purpose of providing direction to the monitoring facility.
28. **CONSENT TO CALLS**: Customer, as the authorized agent of each person on the call list provided by Customer, consents to Premier calling each person's cell phone or other mobile device for purposes of this Agreement.

29. **NO PARTNERSHIP OR JOINT VENTURE:** Premier and its Representatives shall be considered independent contractors and shall operate on their own schedules, with their own internal guidelines and regulations that determine the manner of any work and services pursuant to this Agreement.
30. **ATTORNEY'S FEES:** In the event it becomes necessary for Premier to institute legal proceedings to enforce any right or remedy pursuant to this Agreement, Customer shall pay Premier reasonable attorney's fees and costs to the full extent permitted by Texas law.
31. **SEVERABILITY:** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
32. **INURE TO THE BENEFIT:** This Agreement is binding upon the Parties and inures to the benefit of Premier and Premier's successors and assigns and subcontractors.
33. **ENTIRE AGREEMENT; MODIFICATION:** This writing is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. Premier's or its Representatives' duty and obligation to provide Monitoring Service to Customer arise solely from this Agreement. This Agreement supersedes all prior representations, understandings, or agreements of the Parties. This Agreement can only be modified: (a) in writing signed by the Parties or (b) by written notice sent by Premier to Customer, provided that Customer does not object in writing within 30 days after notice is sent to Customer. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Customer agrees that Premier may convert this Agreement to electronic media, which may serve as the exclusive original.

[Signature Page to Follow]

RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS TRANSACTION. PLEASE SEE THE ATTACHED NOTICE OF CANCELLATION FORM BELOW FOR AN EXPLANATION OF YOUR RIGHTS TO CANCEL THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties affixed their signatures below indicating an intent to be bound by the terms and provisions of this Agreement as of the Effective Date.

PREMIER ALARM SOLUTIONS, LLC

A Texas limited liability company

CUSTOMER

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

NOTICE OF CANCELLATION

Transaction Date: _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO PREMIER ALARM SOLUTIONS, LLC, AT 6117 W AMARILLO BLVD, AMARILLO, TEXAS 79106 NOT LATER THAN MIDNIGHT OF _____ (3 BUSINESS DAYS AFTER THE TRANSACTION DATE ABOVE).

I HEREBY CANCEL THIS TRANSACTION.

Buyer Signature: _____

Cancellation Date: _____

Alarm.com Terms

IMPORTANT -- READ CAREFULLY: You have agreed to purchase residential or commercial security, video, still-photo imaging and/or home automation products and services from an independently owned and operated security services dealer ("Dealer") pursuant to an agreement with the Dealer ("Dealer Agreement"). Alarm.com Incorporated, a Delaware corporation ("Alarm.com" or "us" or "we"), has authorized the Dealer to market and sell Alarm.com's services ("Services") to you with certain hardware and other products, including communication modules, video, imaging and/or home automation devices ("Equipment") that enable the Services. Sections A1 through A12 herein constitute the terms and conditions of Alarm.com's offering of the Equipment and Services ("Terms") and are part of your agreement with the Dealer and contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment. By signing your agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, you agree to be bound by these Alarm.com Terms. You agree that these Alarm.com Terms may be enforced by us directly.

A1. Pursuant to the Dealer Agreement, you have agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. You acknowledge and agree that (a) you have had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) you accept the Alarm.com Terms and agree to be bound by them, and (c) if, for any reason, you don't remain an Alarm.com subscriber or if the Services become unavailable to you for any reason, you will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. We may modify these Alarm.com Terms from time to time to comply with applicable law.

A2. The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, "Materials") and Services. You will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale, licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.

A3. If your Services include emergency two-way voice over a cellular or internet connection, you acknowledge that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service you understand and accept the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If your Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by you only for a limited time based on the quantity of storage you have ordered from your Dealer. We have no control over and take no responsibility for the placement of cameras and their view. You agree to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and we may disconnect the cameras from the Services if you, in our sole determination, breach this covenant. We do not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond our control. We may disclose stored video clips and still-photo images in response to a subpoena or a government request or order. If the Equipment provided by your Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then you understand and accept that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment provided by your Dealer includes home automation devices (such as thermostats, 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.

A4. THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT OR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS ("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO YOU UNLESS YOU HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY US ARE PROVIDED "AS IS," WITH ALL FAULTS, TO THE MAXIMUM EXTENT PERMITTED BY LAW. ALARM.COM DISCLAIMS (a) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THIS LIMITED WARRANTY, (b) ALL IMPLIED WARRANTIES TO YOU OF ANY KIND, AND (c) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT, EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH YOU. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

A5. (A) YOU AGREE THAT ALARM.COM IS NOT AN INSURER OF YOUR PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND YOUR PREMISES. THE PRICES THAT WE CHARGE FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES WE PROVIDE AND NOT THE VALUE OF YOUR PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY YOU FROM A THIRD PARTY.

(B) ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECT OR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUR EVEN IF DUE TO ALARM.COM'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER

BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO YOU, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM'S LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR YOUR USE OF THE SERVICES.

(C) YOU HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO YOU FOR ANY CONSEQUENTIAL DAMAGES.

(D) YOU MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO US. IF YOU ELECT THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.

A6. You agree and acknowledge that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. You agree and acknowledge that the use of the Services, Materials and/or Equipment is voluntary.

A7. If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then you will repay to us (i) any amount that we are required to pay or that we agree to pay in settlement of the claim, and (ii) the amount of our reasonable attorney's fees and any other losses and costs that we may incur in connection with the harm, damages, injury or loss.

A8. You understand and agree that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on your heirs, administrators, custodians, trustees, agents and successors.

A9. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, AND EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

A10. These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If you are a resident or business located in the State of California, the following applies to you: If either you or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to *California Code of Civil Procedure section 638 et seq. and 641 through 645.1* or any successor statutes thereto.

A11. If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

A12. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.