

TERMS AND CONDITIONS

The Company and the Customer agree to the following:

1. OUR RIGHTS TO MAKE CHANGES

Your Service is comprised of core and ancillary services which are collectively or individually referred to as the "Service(s)". "Core Service" specifically refer to the premises protection functionality including without limitation the arming of the System from your premises or remotely, and monitoring of all sensors, including without limitation sensors related to fire, smoke, and/or carbon monoxide, and panic buttons (if monitoring is enabled by you). "Ancillary Services" specifically refer to Internet-enabled features (such as ADVENT INTERACTIVE SERVICE) that are not part of your premises security such as Text, Email, Lighting, Temperature, Weather and Home Alerts, as well as any other similar non-emergency features that we may offer or provide, from time to time. From time to time, we may find it beneficial or necessary to change the Service or these Terms. If these changes diminish or adversely affect your rights or the Core Service (which do not include changes that only affect how you use the Core Service, or how it operates or is delivered), we will attempt to advise you of such changes by e-mail, using the most current e-mail address that you provided to us either during your registration or subsequently. If you do not agree to the change and you notify us that you wish to cancel your Service within Thirty (30) days following the date that we attempted to notify you of the change, your Service will end upon your notification without any early termination fee. You understand and agree that if you fail to notify us within the Thirty (30) day period described above, you will be deemed to have accepted such changes. You also understand that you are required to keep your contact information, including without limitation your e-mail address and phone number(s), current at all times, so that we may communicate with you, as necessary.

EXCEPT TO THE EXTENT PROHIBITED OR LIMITED BY LAW, WE CAN ALSO CHANGE THE PRICES IN YOUR RATE PLAN AT ANY TIME BY SENDING YOU WRITTEN NOTICE, WHICH MAY BE MADE BY REGULAR MAIL OR E-MAIL NOTIFICATION, NO FEWER THAN THIRTY (30) DAYS PRIOR TO THE BILLING PERIOD IN WHICH THE CHANGE WILL GO INTO EFFECT. IF YOU DON'T ACCEPT THE CHANGE, HOWEVER, YOU CAN END THE AFFECTED SERVICE, WITHOUT ANY EARLY TERMINATION FEE BY NOTIFYING US PRIOR TO THE EFFECTIVE DATE OF THE CHANGE OR WITHIN NINETY (90) DAYS FOLLOWING THE EFFECTIVE DATE. IF YOU CHOOSE TO CONTINUE TO USE YOUR SERVICE AFTER THAT POINT, YOU ARE DEEMED TO HAVE ACCEPTED THE CHANGE. ADDITIONALLY, IN THE CASE OF A HIGH INFLATION PERIOD, DEFINED AS ANY TIME PERIOD DURING WHICH THE UNITED STATES CONSUMER PRICE INDEX FOR ALL ITEMS (OR OTHER SIMILAR INDEX PUBLISHED BY THE SAME ORGANIZATION) AS PUBLISHED ONLINE BY THE UNITED STATES BUREAU OF LABOR (OR "CPI") YEAR-OVER-YEAR CHANGE (OR 12-MONTH CHANGE) EXCEEDS SIX PERCENT (6%), THE COMPANY MAY INCREASE THE PRICES IN YOUR RATE PLAN BY THAT CPI GROWTH RATE WITH 30 DAYS WRITTEN NOTICE, WHICH MAY BE MADE BY REGULAR MAIL OR EMAIL NOTIFICATION. THIS HIGH INFLATION PERIOD ADJUSTMENT IS NOT CANCELABLE DURING THE INITIAL TERM OF THE AGREEMENT, BUT IS SUBJECT TO THE SAME PERIOD OF THIS AGREEMENT AS FOUND IN THIS AGREEMENT.

2. OWNERSHIP AND RESPONSIBILITY FOR EQUIPMENT

The Customer acknowledges that the alarm and/or monitoring equipment employed by Customer is owned by the Customer, and was installed either by the Customer or an installer other than the Company (the "System" or "Systems" or "Equipment"). For this reason, it is agreed that the suitability of the Equipment, its condition, its maintenance, its repair and its installation has been and remains the responsibility of the Customer. ("Responsibilities"), and the Company makes no representation concerning these matters or the compatibility of such equipment with the service provided by the Company. Responsibilities include but are not limited to, the replacement of batteries for any products or services requiring batteries with factory authorized battery replacements on a timely basis.

The Customer agrees to periodically test the Equipment installed at Customer's Monitored Location, including a walk test if movement detection devices are installed. Any defective condition of Customer's Equipment which may result in false or failed signals must promptly be reported to the Company.

Although it is agreed that the Company will have no responsibility for the maintenance, suitability, operation, activation or non-activation of the Customer's alarm and/or monitoring Equipment, it is agreed that if the Company discovers that such Equipment is not in good operating condition, is not properly installed or is not suitable for the Customer's needs, and such situation is not corrected by the Customer within ten days after notification by the Company, the Company may treat such failure as a breach of this Agreement by the Customer, and terminate this Agreement (including a termination of service) without any liability to the Customer resulting from such termination. Nothing in this paragraph, however, shall impose any obligation upon the Company to either: check or make any effort to determine the suitability, proper installation, condition, or maintenance of the Customer's Equipment; notify the Customer of any suitability or other problem with the Customer's Equipment; or terminate this Agreement if any such problem is found.

3. NATURE OF CENTRAL STATION MONITORING

Central Station monitoring is designed to receive alarm signals from the Customer's Equipment, and if such signal is not disarmed within 60 seconds (or other period which all parties agree, in writing), notify the police, fire department (if a fire or smoke alarm is triggered) or person designated by the Customer. In the event the police or fire department cannot be contacted, or they inform the Central Station that they refuse to respond, the Central Station will attempt to notify the Customer or the Customer's representative, at the telephone number or telephone numbers the Customer designates.

The Customer shall be solely responsible for providing to the Company, and updating whenever necessary, the appropriate police and fire department telephone numbers, plus the telephone numbers of the person or people to contact in the event an alarm signal is sent by the Customer's Equipment using the Service. It shall be the Customer's responsibility to follow the Company's procedures for providing and updating such contact information 48 hours in advance of any change to be made to the data base of either the Company or the Central Station monitoring service. Customer is responsible for ensuring that the Company's domain and email addresses are added to the Customer's online or email address book and properly marked safe or "white listed" according to the email

service, application or internet service provider's instructions. This allows important Company emails to be delivered to the Customer and not categorized as spam. You authorize us to update or change your emergency contact information if you call or write to us. We are not responsible for the accuracy of these telephone numbers or your failure to update or provide correct telephone numbers and other information. If the

Customer operates a business, then to properly monitor the Customer's Monitored Location, it is important that the Company be provided, in writing, with the Customer's daily, weekend and holiday business hours.

4. NATURE OF ADVENT SERVICE

Advent service is designed to allow Customer to interface with the Customer's Monitored Location via the internet, through (one or more) web sites, voice sites and mobile sites, together with automated corresponding e-mail and telephone notifications. The Customer shall be solely responsible for properly providing/inputting and updating telephone, e-mail and other contact information for the Service. It shall be the Customer's responsibility to follow the Company's procedures for providing and updating such contact information 48 hours in advance of any change to be made to the database of either the Company, the monitoring service or the Advent service. Customer understands that information provided to the Customer or to the Company is the property of the Company and that this information may be used to provide additional products and services to Customer or others. Customer understands that the Systems, Services and Core Services transmit data across various public and private networks including, but not limited to, the PSTN (telephone network), internet, wireless home networks, radio, cellular networks, broadband networks, partner networks for Services and the Customer's own home, work or other networks. Customer understands the Company is not responsible for the security of any data or personal information on or across these public or private networks that are out of Company's control.

The Advent Service permits the Customer, during the term of this Agreement, to hold a limited license to access and make personal, non-commercial (i.e. not for resale) use of the available interfaces that the customer has subscribed to receive. The license does not allow the Customer to: download (other than page caching) website or interface codes, programs or content; resell or make commercial use of the services; collect, re-publish or otherwise use any product listings, descriptions or prices; make any derivative use of the services or published content; download, duplicate, reproduce, copy, sell or exploit for commercial purposes, any of the available services, web sites, codes, programs or content without the express written permission of their owner; frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including, images, text, page layouts and forms) without the express written permission of their owner; use any meta tags or other "hidden text" utilizing the name or trademark of any service provider or its affiliates without the express written permission of their owner. Any violation of the restrictions in this paragraph will: authorize a revocation of the limited license; serve to automatically eliminate all claims for damages; and authorize a termination of this Agreement (without any pro-rated refund as may otherwise be provided elsewhere in this Agreement). In some cases the Company may have special access to allow customers additional services for limited time periods or trial periods. Customer understands that the Company may provide additional, modified or limited Services to Customer during certain periods without required notice to Customer.

5. TERM OF AGREEMENT, CANCELLATION, CHARGES AND BILLING

For Central Station monitoring and Advent interactive service, this Agreement shall be for the "Initial Term" specified above,

beginning with the Effective Date, and shall renew automatically for successive one month terms, unless cancelled by either party at least thirty (30) days prior to the termination of the Initial Term or any subsequent one month term. However, if the Company provides notice of an increase in monthly charges at least thirty (30) days prior to termination of either the Initial Term, or any subsequent renewal term, such notice will not be treated as a termination notice, but an amendment to this Agreement beginning with the renewal term. Such amendment and charges will be deemed as accepted by the Customer, unless the Customer either terminates this Agreement prior to the beginning of the renewal term, or has previously given notice that continuation of service will be cancelled. In certain cases, the Customer may elect to upgrade to a new account service level or service package. This may increase the term of the Agreement, increase total amount of the Agreement or increase the monthly billed amount for the Agreement.

Although the term of service will be for the Initial Term, the Customer may elect monthly billing. If annual billing is elected, the Company will automatically charge the Customer's credit card for the first 12 months, when this Agreement is first entered. Thereafter, the Company will automatically charge the Customer's credit card on a monthly basis, at the beginning of each month of service, following the conclusion of the first 12 months. Similarly, if monthly billing is elected, charges for the first month will be billed to the Customer's credit card when this Agreement is first entered, for the first month. Thereafter, the Company will automatically charge the Customer's credit card monthly throughout the initial and all renewal monthly terms, unless other payment arrangements are made. In the event service is disconnected due to an unpaid balance or failure to pay for continued service on time, a reconnect charge will be applicable.

No refunds for any portion of the Initial Term or a subsequent one month term of service will be issued if the service is terminated by the Customer prior to the end of a term.

Customer may cancel within the Initial Term by easily returning the System and all Equipment to Advent in complete, like-new, working condition in the original packaging or at least proper, protective packaging ("Returned Equipment"). Once the Returned Equipment is received and verified to be in the proper condition by Advent, Advent shall refund the Customer the amount originally paid for the equipment less outbound shipping, discounts and services, such as monitoring, that have already been provided by the Company through the end of the next monthly billing cycle for the Customer. The Customer is solely responsible for the return shipping to the proper address: 1018 N Webb Way E201, Meridian, ID 83642. The Company will continue to bill for monitoring and the Customer agrees to continue to pay for monitoring until the Equipment is received and the return is processed by the Company and the System is verified to be in the complete, like-new working condition. This process typically takes just three to seven business days after the receipt of the equipment. Incomplete return shipments, inoperable Equipment, damaged Systems, return shipments without all Equipment or return shipments to the wrong address will not be considered complete returns and therefore the Service will continue to be billed and payable by the customer throughout the entire Initial Term or until the issue is rectified by the Customer. Our customer-friendly agreement means that after the Initial Term the existing agreement is renewed on a monthly basis and described in this agreement, and the Customer may cancel after the Initial Term pursuant to the appropriate paragraphs found in this Agreement without the need to return the equipment.

Any Financed or outstanding equipment balance unpaid prior to cancelation of this agreement will result in a one time

payment charged to the billing information on file in full. If equipment is placed on an installment plan for any set term equal to the Initial Term period will be considered an outstanding balance and will be charged at time of cancellation. If equipment charges are outstanding for more than FIFTEEN (15) days from the Net Term of your final bill your account will be escalated to our internal collections department. If our internal collections department is unable to obtain payment in full within SIXTY (60) days of the Net Term of the final billing period your unpaid balance will be turned over to a credit collections agency and reported to all major credit bureaus. Once turned over to an outside credit collections agency all internal communication between customer and company will cease and desist.

Valid termination of this Agreement by the Customer may only be provided to the Company by E-mail to info@choosoadvent.com.

6. TELEPHONE LINE PROBLEMS, INTERNET PROBLEMS AND OTHER SERVICE INTERRUPTION

The Customer acknowledges that the alarm system, Central Station monitoring and Advent interactive service (jointly called "monitoring systems" in this paragraph) transmit signals via (a) the telephone network including direct wire, derived channel, multiplex, etc., (b) radio including GlobalSystem for Mobile Communications (GSM) and Global Packet Radio Service (GPRS), or (c) the internet including broadband, DSL, and cable. The Customer understands that the monitoring systems are not error-free and acknowledges that the monitoring systems or the transmission of signals from the monitoring systems by telephone, radio, or internet may be interrupted, circumvented or compromised (collectively "Interruptions") (e.g., cut telephone line; interference with radio signals from ground interference, atmospheric conditions, etc.; power line surges or outages; internet or internet provider transmission or receiving problems). Customer acknowledges that such Interruptions may prevent the monitoring systems from operating properly. In such circumstances, the Company shall be under no obligation to refund any portion of the Customer's payments, nor shall such circumstances constitute a breach of this Agreement, nor shall either party have the right to terminate this agreement. The Customer also understands that a two-way voice system enables the Central Station to "listen-in" to the Customer's Monitored Location. For this reason, the Customer authorizes and consents to the Central Station listening-in and releases the Company and the Central Station from any liability in this regard. In addition, the Customer acknowledges that the System is non-supervised; therefore, if the transmission of signals is interrupted by natural or human causes there may be no indication of this fact at the monitoring station. In the event the Customer's telephone service, internet service, or other communication system is out of order, disconnected, placed on vacation or otherwise interrupted, signals from the Customer's alarm system will not be received in the Central Station during any such interruption and the interruption will not be known by the Company, the Central Station or any other person or entity involved with the monitoring systems.

7. COMPANY IS NOT AN INSURER; LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

IT IS ACKNOWLEDGED THAT THE COMPANY DOES NOT DIRECTLY PROVIDE MONITORING SERVICES ITSELF. RATHER, THROUGH CONTRACTUAL ARRANGEMENTS AND ITS PURCHASING POWER, THE COMPANY IS ABLE TO OBTAIN SUCH SERVICES FOR THE CUSTOMER AT ATTRACTIVE RATES. FOR THIS REASON, AND IN EXCHANGE FOR THE CUSTOMER AGREES THAT THE COMPANY WILL NOT BE LIABLE FOR ANY RESULTING LOSSES OR DAMAGES (INCLUDING INJURIES, GOVERNMENTAL FINES AND CLAIMS BY THIRD PARTIES) RESULTING FROM ANY FAILURE BY EITHER:

- A. THE CENTRAL STATION MONITORING SERVICE PROVIDER; OR
- B. THE ADVENT INTERACTIVE SERVICE PROVIDER.

IN ADDITION, THE AMOUNTS PAYABLE TO THE COMPANY ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES. THE COMPANY MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICES SUPPLIED, WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICES IS DESIGNED TO DETECT. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF THE COMPANY TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF THE COMPANY AND AGREES THAT THE COMPANY SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT. IF THE COMPANY SHOULD BE FOUND LIABLE FROM LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO \$500.00, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE COMPANY, ITS AGENTS OR EMPLOYEES. THIS LIMITATION IS IN EFFECT UNLESS THE COMPANY AND CUSTOMER SIGN AN ADDENDUM TO THIS AGREEMENT WHICH INCREASES THE LIMITATION OF LIABILITY, AND THE CUSTOMER AGREES TO PAY A HIGHER RATE FOR MONITORING SERVICES.

IT IS UNDERSTOOD THAT THE COMPANY DOES NOT GUARANTY THAT CONNECTION TO CENTRAL STATION MONITORING SERVICES OR ADVENT INTERACTIVE SERVICES WILL PREVENT LOSS, DAMAGE OR BODILY INJURY BY THE CUSTOMER, AND DOES NOT PROVIDE ANY FORM OF INSURANCE TO THE CUSTOMER IN THE EVENT OF SUCH LOSS.

TO THE FULL EXTENT AUTHORIZED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AND THERE WILL BE NO SUCH WARRANTIES FOR ANY SERVICE OR PRODUCT PROVIDED TO THE CUSTOMER.

THE CUSTOMER RECOGNIZES THAT THE MONITORING SERVICES COVERED BY THIS AGREEMENT ARE DESIGNED ONLY TO REDUCE, NOT ELIMINATE, RISKS, AND THAT BURGLARIES, FIRES, THEFT, PERSONAL ATTACKS MAY STILL OCCUR.

IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT FOR PROPERTY DAMAGE AGAINST THE COMPANY FOR FAILURE OF ITS EQUIPMENT OR SERVICES HEREUNDER, IN ANY RESPECT, CUSTOMER SHALL INDEMNIFY AND HOLD THE COMPANY HARMLESS

FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES, EXCEPT TO THE EXTENT THE DAMAGE TO A THIRD PARTY'S PROPERTY RESULTED DIRECTLY FROM THE ACTS OF AN EMPLOYEE OF THE COMPANY WHILE ON CUSTOMER'S PREMISES.

The Customer hereby authorizes the Company and involved Central Station monitoring service to disconnect its service and remotely terminate the alarm(s) at Customer's Monitored Location, if it appears to Company personnel or Central Station monitoring personnel that: a police officer, a fire department employee, or an individual who reasonably appears to be a public official, requests such action (with or without an official order); any law or regulation is applicable which requires such action; the service or alarm has become a public nuisance; such action is necessary or beneficial for electrical reasons as reported by a police or fire department, by a person who reasonably appears to be a public official, or by a utility company; the Customer cannot be contacted within 30 minutes after an alarm is triggered; or a person with ostensible authority at the Customer's Monitored Location requests such action. In no event shall the Company or the Central Station monitoring service be held liable for any loss, injury or damage for disconnecting the Customer's service or remotely terminating any alarm as authorized under this paragraph, and the Customer shall indemnify the Company and the Central Station monitoring service for all loss, liability or damages resulting from claims by the Customer or third parties, against the Company or Central Station monitoring service as the result of the termination of service or disconnection of any alarm as authorized by this paragraph.

8. WAIVER OF SUBROGATION.

Customer does hereby for himself and any parties claiming under him, release Company from any liability for loss or damage covered by Customer's insurance, it being expressly understood and agreed that no insurance Company or insurer will have any right of subrogation against Company for any loss or damage resulting from fire, burglary or any other cause covered under any such policy. If any of the aforesaid policies of the Customer require the Customer to inform its insurer of the existence of this waiver of subrogation provision, Customer shall promptly provide such notice.

9. CONFIDENTIALITY OF PASSWORD

The Customer understands that if the Customer's login, password, master passcode, passphrase or PINS are discovered by third parties, the Customer's security may be compromised or the monitoring service provided to the Customer completely deactivated. Therefore, the Customer is solely responsible for maintaining the confidentiality of the Customer's login, password, master passcode, passphrase and PINS. Further, the Customer agrees to be solely responsible for all charges related to the use of Customer's login, password, master passcode, passphrase and Pins, whether authorized by the Customer or not.

10. TERMINATION OF SERVICE BY THE COMPANY

You agree your System won't be used for any purpose that isn't allowed by these Terms or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE OR ANY AGREEMENT WITH YOU FOR THIS OR "FOR CAUSE", which includes, but is not limited to: (a) paying late more than once in any twelve (12) month period; (b) being more than 30 days late for any amount due to the Company or any of the Company's affiliates; (c) lying to us; (d) interfering with our operations; (e) breaching these Terms; (f) "spamming," or other abusive messaging or calling; (g) modifying your System from our specifications; (h) providing credit information we can't verify; (i) using the Service in a way that adversely affects our network or other customers; (j)

allowing anyone to alter your System; (k) if a third party successfully asserts an intellectual property claim that affects the Service; or (l) harassing our employees or agents which includes but is not limited to intimidation, threats, obscenities, vulgarity or otherwise inappropriate or unprofessional comments or behavior. We can also temporarily limit the Service for any operational or governmental reason. If you file for bankruptcy, our rights to limit, suspend, or end your Service or any agreement with you will be governed by bankruptcy law.

The Company shall have the right to terminate this Agreement and terminate service to the Customer if, in its discretion, it determines that excessive false alarms are generated from the Customer's Equipment (due to any cause, including carelessness by the Customer, equipment malfunction, and unintended use.)

Upon termination or cancellation of this agreement, for any reason, Customer will allow Company to reprogram Customer's alarm signaling Equipment to not transmit any signals to Company's central station or Advent Interactive monitoring service providers.

If the Company terminates service to the Customer under the previous paragraphs or any other provision of this Agreement, then payments by the Customer, through the time of such termination, will be applied pro-rated through the time service was provided, with the pro-rated calculation based upon monthly, not annual rates.

11. INVALID PROVISIONS

Should any provision of this Agreement be held or declared invalid, such invalidity shall not affect any other provision.

12. APPLICABLE LAW; TAXES; LICENSES

The laws of the State of Idaho shall govern all questions concerning the validity and the construction of this Agreement; and since acceptance of this Agreement by the Company is necessary, this Agreement shall be deemed executed in Idaho. In addition to the charges stated in this Agreement, and any subsequent rate increases; the Customer agrees to pay any local (or state) use taxes applicable to the services. Unless such taxes are to be charged and collected as sales tax by the Company for services rendered to Idaho residents, the Customer agrees to pay such taxes directly to the governmental entity imposing such taxes.

In the event any taxes, including a Value Added Tax, or similar tax, fee or charge, is imposed upon the services provided, and such tax is to be collected by the Company, then in addition to the rates specified by this Agreement (including any subsequent rate increases) the Customer shall pay such taxes, including Value Added Tax, or similar tax, fee or charge, to the Company. Changes in tax rates shall not constitute an increase in monthly charges or constitute a price increase as defined in Section 3 and in the Notice of Specific Procedures for Cancellation of Monitoring Services.

In the event any local or state license or permit is required for the Customer to have an alarm or monitoring service of the type to be provided in accord with the terms of this Agreement, then the Customer shall be solely responsible for obtaining such license or permit. SOME GOVERNMENTAL AUTHORITIES REQUIRE A PERMIT OR LICENSE (EACH A "PERMIT") FOR THE INSTALLATION AND USE OF THE SYSTEM. SUCH AUTHORITIES MAY NOT ACCEPT AN ALARM NOTIFICATION OR DISPATCH EMERGENCY PERSONNEL IF THE PROPER PERMIT(S) IS NOT OBTAINED AND ON FILE. SOME GOVERNMENTAL AUTHORITIES REQUIRE THAT THE PERMIT BE OBTAINED PRIOR TO THE INSTALLATION AND ACTIVATION OF THE SYSTEM. YOU ARE REQUIRED TO OBTAIN THE NECESSARY PERMIT(S) FROM THE GOVERNMENTAL

AUTHORITY. WHILE WE MAY SOMETIMES ASSIST YOU IF WE CAN, IT IS YOUR SOLE RESPONSIBILITY TO OBTAIN, PAY FOR AND MAINTAIN ALL NECESSARY PERMITS(S). IF YOU FAIL TO MAINTAIN ANY REQUIRED PERMIT(S), WE WILL NOT BE HELD RESPONSIBLE FOR PERFORMING THE SERVICES AND MAY TERMINATE THE SERVICES WITHOUT NOTICE TO YOU, WHICH IS A TERMINATION "FOR CAUSE". YOU ACCEPT RESPONSIBILITY, AND WILL INDEMNIFY, DEFEND, PAY AND HOLD US HARMLESS, FOR ANY AND ALL FINES AND PENALTIES ASSOCIATED WITH USING THE SYSTEM WITHOUT THE PROPER PERMITS. YOU WILL REIMBURSE US FOR THE COST OF ALL PERMITS THAT WE ARE OBLIGATED TO OBTAIN FOR YOUR SYSTEM AND ANY ADMINISTRATION OR OTHER FEES PERMITTED TO BE CHARGED UNDER LOCAL LAW.

13. LIMITATION OF TIME TO FILE CLAIMS

THE CUSTOMER SHALL NOT BE PERMITTED TO FILE ANY CLAIM OR LAWSUIT AGAINST THE COMPANY FOR ANY LOSS OR DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING PERSONAL INJURIES), BEYOND ONE YEAR FROM THE DATE THE INITIAL LOSS OCCURRED, EVEN IF A STATUTE OF LIMITATIONS WOULD ALLOW A LONGER PERIOD, UNLESS SUCH A LIMITATION OF TIME IS PRECLUDED BY LAW. UNLESS PROHIBITED BY LAW, BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT ANY ACTION OR PROCEEDING SHALL BE ADJUDICATED WITHOUT A TRIAL.

IF YOUR HOME STATE DOES NOT PERMIT A CONTRACTUAL WAIVER OF JURY TRIAL WE EACH AGREE TO SETTLE DISPUTES ONLY BY ARBITRATION. THE RULES OF THE APPLICABLE ARBITRATION ORGANIZATION SHALL APPLY TO THESE TERMS. EXCEPT FOR QUALIFYING SMALL CLAIMS COURT CASES, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS, OR ANY PRIOR AGREEMENT FOR DIGITAL HOME PROTECTION SERVICE WITH US, OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THESE TERMS OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCT OR SERVICES, WILL BE SETTLED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR JAMS (WWW.JAMSADR.COM). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES AND THEY CAN, IF THE LAW ALLOWS, SEEK RELIEF AGAINST US ON YOUR BEHALF. YOU CAN OBTAIN PROCEDURES, RULES, AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG), JAMS (WWW.JAMSADR.COM), OR FROM US. ANY ARBITRATION AWARD MADE AFTER COMPLETION OF ARBITRATION IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

14. ASSIGNMENT; OTHER AGREEMENTS

The Customer may not assign its rights under this Agreement without the written consent of the Company. The Company may select and change the monitoring services referenced in this Agreement, and may assign or subcontract this Agreement or any of its rights under this Agreement without the consent of the Customer.

Beyond the written terms of this Agreement, there are no verbal or other agreements between the Company and the Customer which relate to the terms of this Agreement. A waiver of any part of these Terms in one instance isn't a waiver of any other part or any other instance. You can't assign these

Terms or any of your rights or duties under it. We may assign all or part of these Terms or your debts to us or others without notice, and you agree to make all subsequent payments as instructed. If we do so, anyone to whom we transfer or subcontract our obligations will have all of our rights, and the Terms (including without limitation our limitation of liability and rights to indemnification) shall apply to the work or services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

We are not responsible for any work, including without limitation monitoring, which is done negligently by any third party. NOTICES ARE CONSIDERED DELIVERED WHEN WE SEND THEM BY EMAIL, VOICEMAIL OR FAX TO ANY EMAIL ADDRESS PHONE NUMBER OR FAX NUMBER YOU'VE PROVIDED TO US, OR THREE (3) DAYS AFTER MAILING TO THE MOST CURRENT BILLING ADDRESS WE HAVE ON FILE FOR YOU, IF SENT BY US, OR TO THE CUSTOMER SERVICE ADDRESS, IF SENT BY YOU. These Terms and the documents to which it refers form the entire agreement between you and us with respect to their subjects. You can't rely on any other documents or statements on with respect to those subjects by any sales or service representatives, and you have no other rights with respect to the Service or these Terms, except as may be specifically provided by law. These Terms aren't for the benefit of any third party except our parents, affiliates, subsidiaries, agents, related parties, subcontractors, assignees and predecessors and successors in interest. You agree that a copy of these Terms and proof of the manner of execution hereof shall be deemed to be an original for all purposes. When using any website of the company you agree to the Terms of Use and Privacy Policy currently in effect for that website. You agree that we may save and store all contracts and other documents or information executed or created by you in an electronic media and all such contracts and other documents shall be deemed to be, and may be used by us as, originals and shall be given the same force and effect as paper-form originals.

Wherever possible, each term contained in these Terms will be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of such terms are, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of these Terms, and these Terms will be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change as to cause the completion of these transactions to be unreasonable.