

ALARM INSTALLATION AND SERVICES AGREEMENT

State License Numbers: DE FAL-0299, TN TNACL #1597, GA LVU 405503, OR CCB#192945, FL: EF20000421, TN TNACL #1604

XFINITY Home Security ("Company," "we," or "our") will provide you ("you," "your," or the "Customer") with the alarm system specified in your Work Order ("Work Order") and any related accessories ordered by you (together with any alarm system the Company takes over from you or another company, the "System") and the alarm monitoring and related services ordered by you (the "Services") for the location identified in your Work Order (the "Premises") in accordance with the terms of the Alarm Installation and Services Agreement Acceptance (the "Acceptance") and this Alarm Installation and Services Agreement (the "Agreement"). The Services may be provided to you directly by the Company or through any affiliate of the Company, and/or by any third party acting on behalf of the Company. For purposes of this Agreement, an "affiliate" means any entity that controls, is controlled by or is under common control with the Company.

GENERAL TERMS AND CONDITIONS

1. Acceptance of this Agreement: Term. You will have accepted this Agreement and be bound by its terms upon the earlier of (a) your signature on the Work Order and the Acceptance, (b) your acknowledgement or acceptance of this Agreement electronically, (c) the effective date of any installation or take over of the System as provided in Sections 2 and 3 below, or (d) your use of the Services.

The initial term of this Agreement (the "Initial Term") shall begin on the date of your acceptance of this Agreement and shall end on the thirty six (36) month anniversary of such date.

THEREAFTER, THE TERM OF THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL TERMINATED BY EITHER PARTY, unless you agree to an additional minimum term commitment (collectively, with the Initial Term, the "Term").

HOWEVER, IF YOU ARE A RESIDENTIAL CUSTOMER AND YOU HAVE BEEN SOLICITED FOR AND AGREED TO THE PURCHASE OF THE SYSTEM OR SERVICES BY A SALES REPRESENTATIVE, APPLICABLE LAW MAY PERMIT YOU TO CANCEL THIS TRANSACTION PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. WHETHER EXERCISING THE THREE DAY RIGHT TO CANCEL OR THE RIGHT TO CANCEL FOLLOWING THE INITIAL TERM, ANY CANCELLATION MUST BE BY WRITTEN NOTICE TO THE COMPANY AT THE ADDRESS SET FORTH IN THE NOTICE OF CANCELLATION INCLUDED IN YOUR WELCOME KIT AND WITH THE ACCEPTANCE AND IN ACCORDANCE WITH APPLICABLE LAW. FOR ADDITIONAL INFORMATION, SEE THE NOTICE OF CANCELLATION INCLUDED IN YOUR WELCOME KIT AND WITH THE ACCEPTANCE.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTOOD ITS TERMS, ESPECIALLY THOSE PARAGRAPHS RELATING TO YOUR INDEMNIFICATION OF THE COMPANY AND ITS AFFILIATES, AND ITS AND THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS AND SUBCONTRACTORS ("COMPANY RELATED PARTIES"), THE COMPANY'S AND THE COMPANY RELATED PARTIES' LIMITED LIABILITY, AND THE COMPANY'S WARRANTY.

2. Installation. The Company agrees to install or take over ("Installation") the System in a workmanlike manner, and you agree to pay all applicable Installation and activation charges. You must pay all utility charges associated with such Installation and the subsequent operation of the System. You agree to make the Premises available without interruption during the Company's normal working hours to permit completion of Installation work. You understand that Installation of the System may require drilling into various parts of the Premises or other interior or exterior work that may require access to non-visible areas. You agree to provide the Company with 110 AC electrical outlets for the Company's power equipment in locations designated by the Company. It is your responsibility to make arrangements for lifting and replacing carpeting for the installation of floor mats and/or wiring, if required. It is the intent of the Company to conceal wiring in the finished areas of the Premises, however, there may be areas where the Company determines, in its sole discretion, that it is impractical to conceal wiring. In such areas, wiring will be exposed and the Company shall not be liable for loss due to water intrusion, mold, fungi, wet or dry rot or

bacteria. You must notify the Company in writing of any problems with the Installation within thirty (30) days after the completion of Installation or you will be deemed to have accepted it.

3. Take Over. If Company is taking over the operation of an existing System, you agree to pay all charges for taking it over. You represent that the System is and remains your property. The Company has the right to inspect the System to determine that it is in good operating condition and is eligible for Repair/Extended Warranty coverage. The Company, in its sole discretion, may elect not to take over all or any portion of an existing System, including if it determines that they are not in good working order or will not operate with Company Equipment (defined below) or the Services. The Company will notify you of any required repair/replacements costs related to the System. If you decline to pay such costs, the Company can terminate this Agreement without liability. After the take over, the Company will always own the transmitting device, which contains the Company's proprietary data, and any touchscreen panel or other multimedia hub device provided by Company.

4. Monitoring. The Company will monitor signals from the System during the Term. The Company may contract the performance of all or any portion of the Services to any Company Related Parties, and provide such Company Related Parties with all information regarding you as the Company deems necessary or appropriate to the provision of the Services and which such Company Related Parties may retain and use in accordance with applicable law. You acknowledge that you have no contractual relationship with, or rights as a third party beneficiary with respect to, any Company Related Parties. You also acknowledge and agree that the protections afforded to the Company under this Agreement apply to each of the Company Related Parties, including, without limitation, as set forth in those sections entitled "Limitation of Liability", "Insurance" and "Your Indemnity/Protection of Company."

Monitoring services will begin when the System is installed and operational, and when the necessary communications connection is completed. You agree to give the Company a completed emergency contact sheet and to update it as necessary. The person(s) identified on your emergency contact information will be authorized to act on your behalf, including the authority to cancel an alarm prior to the notification of emergency response organizations. The Company and the Company Related Parties are entitled to rely solely on your emergency contact information and the instructions of such person. You acknowledge that the Company and the Company Related Parties may be subject to applicable laws and industry standards designed to reduce false alarms, and that these may result in practices and procedures that delay either the notification of emergency responders, or other verification procedures in response to monitored alarms. You agree that the Company and the Company Related Parties may, in its and their sole discretion, attempt to contact you and/or persons identified as verification or emergency contacts to verify that a signal is not a false alarm. **IF THE COMPANY OR ANY COMPANY RELATED PARTIES HAS REASON TO BELIEVE THAT NO EMERGENCY CONDITION EXISTS, IT MAY ELECT, IN ITS OR THEIR SOLE DISCRETION, NOT TO DISPATCH EMERGENCY AUTHORITIES AND/OR NOT TO FOLLOW THE NOTIFICATION OR OTHER VERIFICATION PROCEDURES UTILIZED FOR EMERGENCY CONDITIONS.** Neither the Company nor the Company Related Parties shall be liable for its failure to contact you or any person on your emergency contact sheet as contemplated in this paragraph.

The Company and the Company Related Parties may, without prior notice, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures. Further, if any System relays or records three (3) or more false alarm signals within a twenty-four (24) hour period, the Company and/or the Company Related Parties may place such System in test status. **THROUGHOUT THE DURATION OF ANY TEST STATUS PERIOD, FOR ANY REASON AND/OR AT THE REQUEST OF ANY PERSON OR ENTITY WHATSOEVER, NEITHER THE COMPANY NOR ANY COMPANY RELATED PARTIES WILL HAVE ANY OBLIGATION TO PERFORM THE SERVICES.**

You further agree to comply with all permitting requirements under applicable law with respect to the operation of the System and our provision of the Services, and to provide the Company with the permit number and such other information as we may request from time to time.

You understand that: (a) the System communicates with the monitoring facility over one or more transmission systems, as determined by the Company in its sole discretion, such as POTS (plain old telephone system), VoIP, DSL, broadband, cellular, radio, internet, etc.; (b) transmission

systems are maintained and serviced solely by the applicable transmission system provider, which may include an affiliate of the Company with respect to certain transmission systems; (c) these transmission systems may be affected by faulty or failed equipment, weather conditions, power outages, upgrade or maintenance work, or other interruptions in service; and (d) any such conditions or changes made to these transmission systems may disrupt communications from the System. Without notice from you, the Company and/or the Company Related Parties may not be aware of the existence of any such problem.

YOU UNDERSTAND THAT THE COMPANY AND/OR ANY COMPANY RELATED PARTIES, INCLUDING ANY THIRD PARTY MONITORING PROVIDER, WILL NOT RECEIVE SIGNALS FROM THE SYSTEM IF YOUR TRANSMISSION SYSTEMS ARE NOT WORKING PROPERLY, TRANSMISSIONS ARE INTERRUPTED FOR ANY REASON, OR IF CHANGES IN THE TRANSMISSION SYSTEMS PREVENT THE SYSTEM FROM COMMUNICATING WITH THE MONITORING PROVIDER. YOU ARE RESPONSIBLE FOR TESTING THE SYSTEM ON A WEEKLY BASIS, AS WELL AS IMMEDIATELY FOLLOWING ANY STORM, POWER OUTAGE, TRANSMISSION SYSTEM OUTAGE, OR ANY CHANGE TO ANY TRANSMISSION SYSTEM, IN ORDER TO VERIFY THE CONTINUED FUNCTIONING OF THE SYSTEM.

You are responsible for complying with any state and local ordinance related to testing the System, including notifying the local emergency responders, if applicable. You will immediately notify the Company of any problems with the System. You understand that no form of monitoring is error-free and that neither the Company nor the Company Related Parties is responsible for any interruption of Services due to faulty equipment, faulty transmission systems, power outages, other interruptions in transmission services, transmission systems that have been tampered with or any damage or destruction to the Company's equipment or facilities. Neither the Company nor Company Related Parties is required to supply monitoring service to you while any such interruption continues.

Without limiting the generality of this Section 4, you understand that the Services include a backup wireless transmission for alarm signals. **YOU ACKNOWLEDGE THAT IN ADDITION TO THE POTENTIAL TRANSMISSION ISSUES DESCRIBED ABOVE, THE TRANSMISSION OF SIGNALS BY MEANS OF WIRELESS COMMUNICATIONS MAY BE AFFECTED BY RADIO FREQUENCY SIGNAL STRENGTH AND CHANNEL AVAILABILITY AT YOUR PREMISES, AS WELL AS OTHER ISSUES UNIQUE TO WIRELESS SERVICES.** You also acknowledge that the use of certain wireless services may be restricted or prohibited in or around particular environments, including, for example, airports, aircraft, hospitals and war zones. You agree to comply with all such restrictions.

In addition, the Services may include certain remote viewing and access features and functionality. The ability for those features and functionality to work with the System and Services will be dependent upon a variety of factors outside the control of the Company, including, but not limited to, faulty equipment, faulty transmission systems, limitations inherent in wireless services, power outages, and other factors. The Company shall endeavor to ensure that such features and functionality interoperate with the System and Services, but shall not be liable in the event they fail to do so.

You understand that, upon receiving notification that an alarm signal has been received by the Company, the police, fire department or other responding authority may forcibly enter your Premises.

5. Charges and Billing.

- a. **Charges, Fees, and Taxes You Must Pay.** You agree to pay all charges associated with the Services, including, but not limited to, Installation, activation and Service charges, Comcast Equipment (as defined below) charges, measured charges, third party charges, applicable federal, state, and local taxes (however designated), permitting and regulatory fees, and any other fees or assessments of any municipal, state and federal government imposed on the Company or the Services. You will be responsible for paying any government imposed fees and taxes that become applicable retroactively. We will provide you with notice and an effective date of any change in our prices or fees applicable to your Services, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law. Not all fees apply to all Services.

- b. **How We Will Bill You.** Unless you are subject to a minimum term arrangement, Services are provided to you on a month-to-month basis. You will generally be billed monthly, in advance, for recurring service charges, equipment charges, and fees. **YOU MUST PAY, ON OR BEFORE THE DAY WE INSTALL ANY OF THE SERVICES, THE FIRST MONTH'S SERVICE CHARGES, COMCAST EQUIPMENT CHARGES, ANY DEPOSITS, AND ALL INSTALLATION AND ACTIVATION CHARGES.** Your first bill may include pro-rated charges from the date you first begin receiving Services, as well as monthly recurring charges for the next month and charges for non-recurring services you have received. You may be billed for some Services individually after they have been provided to you; these may include charges for interactive services and e-commerce. If you receive Service(s) under a promotion, after the promotional period ends regular charges for the Service(s) will apply.
- WE DO NOT WAIVE OUR RIGHTS TO COLLECT THE FULL BALANCE OWED TO US BY ACCEPTING PARTIAL PAYMENT. WE WILL APPLY THE PARTIAL PAYMENT TO THE OUTSTANDING CHARGES IN THE AMOUNTS AND PROPORTIONS THAT WE DETERMINE.**
- c. **Third-Party Charges That Are Your Responsibility.** You acknowledge that you may incur charges with third-party service providers as a result of accessing on-line services, or purchasing, licensing or subscribing to other offerings via the Internet or through interactive options. Those charges are separate and apart from the amounts charged by us. You are solely responsible for all such charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.
- d. **Alternative Billing Arrangements.** The Company may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between you and the third party. We will not be responsible for any dispute regarding these charges between you and any third party. You must address all such disputes directly with the third party.
- e. **Payment by Credit Card or Check.** If you use a credit card to pay for the Services, use of the card is governed by the card issuer agreement, and you must refer to that agreement for your rights and liabilities as a cardholder. If the Company does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you make payment by check, you authorize the Company to collect your check electronically. You agree that you may not amend or modify this Agreement or your obligations under this Agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying checks or other payments accepted by the Company and any such notations shall have no legal effect.
- f. **Other Comcast Services.** If you are receiving other services from any affiliate of the Company (e.g., video, high speed Internet access or digital voice services (each a "Comcast Related Service")) the Company may elect, in its sole discretion, to provide you with a single bill for the Services and the Comcast Related Services.
- g. **Our Remedies if You Pay Late or Fail to Pay**
- (i) **Late or Non-Payments:** You may be billed fees, charges, and assessments related to late or non-payments if for any reason (a) the Company does not receive payment for the Services by the payment due date or (b) you pay less than the full amount due for the Services.
 - (ii) **Fees Not Considered Interest or Penalties:** The Company does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay for the Services on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.
 - (iii) **Collection Costs:** If we use a collection agency or attorney to collect money owed by

you, you agree to pay the reasonable costs of collection. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.

- (iv) **Suspension/Disconnect:** If you fail to pay the full amount due for any or all of the Services then the Company, at its sole discretion in accordance with applicable law, may suspend or disconnect any or all the Services you receive.
- (v) **Application of Payment.** The Company may apply payments it receives from you, for Services and/or Comcast Related Services, to charges in the order and manner it so elects.

h. **Reconnection Fees and Related Charges.** If you resume a Service after any suspension, we may require you to pay a reconnection fee. If you reinstate any or all Services after disconnection, we may require you to pay an installation fee and/or Service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Services is subject to our credit policies, this Agreement and applicable law.

i. **Our Right to Make Credit Inquiries. YOU AUTHORIZE THE COMPANY TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING YOU TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES.**

j. **Your Responsibilities Concerning Billing Questions.** Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact the Company within sixty (60) days of the date on the bill. You waive any disputes or credits that you do not report within sixty (60) days.

6. **Refundable Deposit.** We may require you to pay a refundable deposit when you activate the Service(s), if you add Company Equipment or Service(s), or if you fail to pay any amounts when they are due. If we disconnect your Service(s) or are otherwise required under applicable law to refund the deposit, we shall within forty-five (45) days or as otherwise specified by applicable law return a sum equal to the deposit(s) you paid (without interest unless otherwise required by law) minus any amounts due on your account (including without limitation, any amounts owed for Services, Comcast Related Services and any Comcast Equipment that is damaged, altered, or not returned).

7. **Changes to Service.** Subject to applicable law, we have the right to change our Services, Company Equipment and rates or charges, at any time with or without notice. We also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the Services, including, but not limited to, content, functionality, hours of availability and customer equipment requirements. Notice of a change may be provided on your monthly bill, as a bill insert, e-mail, in a newspaper or other communication permitted under applicable law. If you find any material change in the Service(s), rates or charges, or the terms of this Agreement unacceptable, you have the right to cancel your Service(s) within thirty (30) days of receipt of notice of such change. However, if you continue to receive Service(s) after such thirty (30) day period, this will constitute your acceptance of the change.

8. **TERMINATION FEE.** YOU AGREE THAT THE FEES DUE UNDER THIS AGREEMENT FOR THE INITIAL TERM ASSOCIATED WITH YOUR PRICING PLAN OR IDENTIFIED ON THE WORK ORDER ARE BASED ON YOUR AGREEMENT TO RECEIVE AND PAY FOR THE SERVICES FOR THE FULL INITIAL TERM. ACCORDINGLY, YOU AGREE THAT: IF YOU TERMINATE THIS AGREEMENT DURING ITS INITIAL TERM, YOU WILL PAY THE COMPANY AN AMOUNT EQUAL TO (A) \$1100, LESS \$100 FOR EVERY THREE (3) FULL CALENDAR MONTHS DURING WHICH YOU MAINTAINED SERVICE IF YOU HAVE PREFERRED SERVICE OR (B) \$770, LESS \$70 FOR EACH THREE (3) FULL CALENDAR MONTHS DURING WHICH YOU MAINTAINED SERVICE IF YOU HAVE BASIC SERVICE. THIS AMOUNT IS A TERMINATION FEE AND IS AN AGREED UPON AMOUNT OF DAMAGES, NOT A PENALTY. NO TERMINATION FEE IS DUE IF YOU TERMINATE DURING ANY RENEWAL PERIOD, UNLESS YOU HAVE AGREED TO A SERVICE PACKAGE REQUIRING AN ADDITIONAL MINIMUM TERM COMMITMENT. YOU ARE NOT ENTITLED TO A CREDIT IF THE CALCULATION OF THE TERMINATION FEE RESULTS IN A NEGATIVE NUMBER.

YOUR FAILURE TO MAINTAIN A BROADBAND CONNECTION COMPATIBLE WITH THE

SERVICES, AS DETERMINED BY COMPANY IN ITS SOLE DISCRETION, SHALL CONSTITUTE YOUR TERMINATION OF THIS AGREEMENT, FOR WHICH YOU SHALL BE SUBJECT TO AN EARLY TERMINATION FEE.

9. **Offset Rights.** Upon any early termination or expiration of this Agreement, you agree that the Company has the right to offset against any amounts or credits that the Company may owe you (a) Service charges for thirty (30) days; (b) the Termination Fee set forth in Section 8 above; and (c) any other additional charges, amounts or deposits that you may owe to Company. If the amount of the offset equals or exceeds the amount the Company owes you, you agree that the Company will not be obligated to refund any amounts to you and you waive any right to receive this refund amount.

10. **LIMITATION OF LIABILITY. YOU ACKNOWLEDGE THAT NEITHER THE COMPANY NOR ITS AFFILIATES, NOR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS IS AN INSURER OF OR AGAINST ANY POTENTIAL OR ACTUAL LOSS OR DAMAGE TO PERSON OR PROPERTY THAT MAY OCCUR IN OR AT THE PREMISES, WHETHER AS A RESULT OF BURGLARY, THEFT, FIRE, SMOKE, CARBON MONOXIDE POISONING, PHYSICAL HARM TO ANY PERSON, ENTRY IN OR ONTO THE PREMISES, THE CONDUCT OF ANY PERSONS IN OR ON THE PREMISES, OR OTHERWISE. YOU ACKNOWLEDGE AND AGREE THAT IT IS EXTREMELY DIFFICULT TO CALCULATE THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM THE COMPANY'S ALLEGED FAILURE TO PERFORM THE SERVICES DUE TO, AMONG OTHER THINGS, THE: (A) UNCERTAIN AND/OR UNKNOWN VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES; (B) UNCERTAIN AND/OR UNKNOWN RESPONSE TIMES OF EMERGENCY RESPONDERS; (C) INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF AN ALLEGED INJURY WAS PROXIMATELY CAUSED BY THE COMPANY'S ALLEGED FAILURE TO PERFORM THE SERVICES; AND (D) THE GENERAL NATURE OF THE SERVICES. YOU FURTHER ACKNOWLEDGE THAT THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND SPECIFICALLY TAKE INTO CONSIDERATION THE LEGAL PROTECTIONS AFFORDED TO COMPANY UNDER THIS AGREEMENT. THEREFORE, THE COMPANY EXPRESSLY DENIES AND DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE OF ANY DEGREE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER THEORIES OF LIABILITY.**

IF THE COMPANY OR ANY OF ITS AFFILIATES, OR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS OR THEIR NEGLIGENCE OR THE FAILURE TO PERFORM ITS OR THEIR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT AT ALL, THE MAXIMUM LIABILITY (INCLUDING JOINT AND SEVERAL LIABILITY) WILL BE \$250.00. THIS AMOUNT IS THE AGREED UPON DAMAGES, IS NOT A PENALTY AND SHALL BE CUSTOMER'S EXCLUSIVE REMEDY.

THE COMPANY MAY ASSUME A GREATER LIABILITY UPON YOUR REQUEST, BUT ONLY FOR AN ADDITIONAL CHARGE AGREED UPON BY YOU AND THE COMPANY IN WRITING. IF THE COMPANY DOES SO, A RIDER TO THIS AGREEMENT MUST BE SIGNED BY YOU AND THE COMPANY. UNDER NO CIRCUMSTANCE SHALL THE COMPANY'S AGREEMENT TO INCREASE ITS LIMIT OF LIABILITY BE CONSTRUED OR INTERPRETED TO HOLD IT OR ITS AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS AS INSURERS.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION OF LIABILITY ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT,

SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS, AND NEGLIGENCE OF ANY DEGREE OF THE COMPANY, ITS AFFILIATES, (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS SUBCONTRACTORS OR REPRESENTATIVES), WHICH, BUT FOR THIS SECTION, MAY GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

11. Insurance. You are responsible for obtaining all insurance coverage that you believe is necessary to protect your residence, business, belongings and persons in or on your Premises, including coverage for personal injury and property damage. **THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO COMPANY UNDER THIS AGREEMENT.** You hereby release the Company and the Company Related Parties from any liability for any event or condition customarily covered by homeowner's or business insurance, as applicable. You understand that the System is designed to reduce, but not eliminate, certain risks. The Company does not guaranty that the System will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. The Company and the Company Related Parties assume no liability for those risks.

12. Limited Warranty.

- a. For ninety (90) days from the date of Installation, the Company warrants that if any part of the System originally installed by the Company does not work because of a defect or because of ordinary wear and tear, the Company will repair or replace that part at no charge to you. The Company may use reconditioned parts in making repairs, but the Company warrants the replacement parts only for the remainder of the warranty period. You must notify the Company of any problem you claim the Company's limited warranty covers within the warranty period. This limited warranty is for the Customer's benefit only and may not be enforced by any other person.
- b. This limited warranty is the only warranty the Company makes, is made only with respect to the portions of the System originally installed by the Company, and takes the place of all other warranties whether express or implied. **NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The Company does not promise that the System or the Services cannot be compromised or that they will always provide the intended signaling, monitoring or other service. If a court decides the Company has given you any implied warranty, it will extend only for the length of the limited warranty period. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights. You may also have other legal rights that vary from state to state.
- c. You acknowledge and agree that no contractor, subcontractor, supplier, service provider or other vendor of the Company makes any warranty, including any implied warranty, other than such express warranties as may be provided by such person to you in writing.

13. Repair/Extended Warranty. If you have accepted any of our Repair/Extended Warranty coverages, the Company agrees to provide repair/extended warranty service to the System, whether originally installed or a take over System, for a term described in such plan commencing after the end of the Company's Limited Warranty and you agree to pay the Company the applicable fees for such Service. The Repair/Extended Warranty coverage will automatically renew for successive terms of the same length unless terminated by either party. You agree not to allow

anyone besides the Company's employees or agents to repair the System.

The Company will provide all labor, material and parts necessary to service the System due to defects in the System and ordinary wear and tear.

At your request, the Company will repair or replace the System at the Company's then-prevailing prices after the expiration of the Limited Warranty or, if purchased, the Repair/Extended Warranty. At your request, the Company will also repair or replace anything excluded from the Limited Warranty and Extended Limited Warranty at the Company's then-prevailing prices. You will also pay the Company's minimum service charge if the Company cannot enter the Premises at the scheduled time for any repair or warranty work.

14. Warranty Exclusions. The Limited Warranty and the Repair/Extended Warranty do not apply to: (a) batteries, wiring, bulbs, LEDs, security window screens, and exterior mounted devices, (b) portions of any take over System that we determine are not in good operating condition at the time of take over; (c) to service calls outside of the Company's normal business hours for warranty and repair work; and (d) if, upon inspection, the Company determines that the need for service was caused by acts beyond the Company's control such as accidents, power surges, misuse, lack of proper maintenance, unauthorized change or acts of God (including lightning, fires, earthquakes, tornadoes, hurricanes, floods, etc.).

15. Your Indemnity/Protection of Company Even For Its Own Negligence. This Agreement is intended only for your benefit. Therefore, you agree to protect/indemnify, hold harmless, defend (if requested by Company) and release the Company and the Company Related Parties from liability and shall reimburse the Company and the Company Related Parties for any damages, losses or expenses (including reasonable attorneys' fees and costs) incurred by the Company or the Company Related Parties in connection with any claims, suits, judgments and causes of action which relate to the System or the Services the Company provides. This protection/indemnity includes claims brought by any third party, including, without limitation, your insurance company, whether the claim arises under contract, warranty, negligence, or any other theory of liability.

Your duty to protect/indemnify the Company, however, does not apply to claims based on injuries to third parties or to their property that occur while the Company's employees were on the Premises and which were caused solely and directly by those employees.

YOUR DUTY TO PROTECT/INDEMNIFY THE COMPANY APPLIES EVEN IN THE CASE OF THE COMPANY'S OWN NEGLIGENCE.

IN CASE OF ANY THIRD PARTY CLAIM OR LOSS COVERED BY YOUR INSURANCE, YOU AGREE NOT TO LOOK TO THE COMPANY OR THE COMPANY RELATED PARTIES FOR REIMBURSEMENT. YOU WAIVE ANY RIGHTS THAT YOUR INSURANCE CARRIER OR OTHERS CLAIMING THROUGH YOU MAY HAVE AGAINST THE COMPANY OR ANY COMPANY RELATED PARTY, INCLUDING ANY RIGHTS OF SUBROGATION.

16. Your Additional Agreements. You are at least eighteen (18) years of age and have the authority to sign this Agreement and in doing so will not violate any other agreement. You agree to provide the Company with information that is accurate, complete and current, including your legal name, address, telephone number, payment data (including information provided when authorizing recurring payments) and all information related to the monitoring of the System. You agree to notify the Company promptly if there is any change in the information that you have provided to the Company. Failure to provide and maintain accurate information is a breach of this Agreement. You agree to prevent false alarms and assume responsibility for them. If the System generates excessive false alarms, you will be in breach of this Agreement and the Company may terminate monitoring services and recover damages from you. If a false alarm fine or penalty is charged to the Company, you agree to pay for the charges. If the Company notifies you of a malfunction, you will disconnect the System until the Company can repair it.

You will not tamper or interfere with the System, nor permit others to do so. You agree that, to the extent permitted by applicable law, the Company can record and use all communications with anyone at the Premises in the normal course of the Company's business. You agree that the Company can make program changes to the Company's proprietary data located in the transmitting device.

You agree to allow the Company and its agents the right to enter the Premises physically, remotely

or electronically at reasonable times for purposes of installing, maintaining, upgrading, replacing and removing the System. You warrant that you are either the owner of the Premises or have authority to give the Company access to the Premises to install and operate the System. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow the Company and its agents into the Premises to perform the activities specified herein. In addition, you agree to supply the Company or its agent, if requested, with the owner's contact information and/or evidence that the owner has authorized you to grant access to the Company or its agents to the Premises. You are not aware of any hazardous conditions on the Premises.

You agree to notify the Company immediately of any changes of ownership or occupancy of the Premises. Your obligations under this Agreement continue even if you sell or leave the Premises.

The Company has and shall maintain throughout the Term the authority to act as your exclusive agent for all purposes under this Agreement, including, without limitation, communicating with Company Related Parties; receiving notifications of alarm signals on your behalf; initiating, adding, changing, suspending and cancelling your Services; investigating and resolving all issues, actual or potential, related to your Systems and maintaining your account data.

17. Company Equipment.

- a. General. You agree that, except for the wiring installed inside the Premises and any take over System (excluding the transmitting device and any touchscreen panel or other multimedia hub device provided by the Company and used with a take over System), all equipment belongs to the Company or other third parties and will not be deemed fixtures or in any way part of the Premises (collectively, the "Company Equipment") unless otherwise provided in writing by the Company. You agree to use Company Equipment only for the Services pursuant to this Agreement. The Company may inspect, remove and/or change the Company Equipment at the Company's discretion at any time the Services are active or following the termination of Service. You agree that the Company's addition, removal, change or update to the Company Equipment may interrupt your Service. You may not sell, lease, abandon, or give away the Company Equipment. The Company Equipment may only be used in the Premises. At your request, the Company may relocate the Company Equipment. **YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE COMPANY EQUIPMENT OR SERVICES AT A LOCATION OTHER THAN THE PREMISES, THE SERVICES MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY.** You agree that you will not allow anyone other than the Company or its agents to service the Company Equipment. The Company suggests that the Company Equipment in your possession be covered by your homeowners, renters, or other insurance. You will be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the Company Equipment to the Company in an undamaged condition upon the termination of Service.

The Company Equipment, including any firmware or software embedded in, or "downloaded" from time to time to, the Company Equipment or used to provide the Services, are protected by trademark, copyright, patent and/or intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the Company Equipment or used to provide the Services. You expressly agree that you will use the Company Equipment exclusively in connection with the Services. You shall not take any action nor allow anyone else to take any actions that will reverse compile, disassemble, reverse engineer, or otherwise attempt to derive the source code from the binary code of the firmware or software.

The Company's battery powered motion detectors, smoke detectors, door and window contact transmitters, and other detection sensors are not connected to the electrical system of the Premises. Such detection sensors require batteries to operate. **THESE BATTERY POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERIES ARE LOW OR DEAD.** You are responsible for maintaining and replacing the batteries in these battery powered detection

sensors and you should regularly inspect such sensors for dirt and dust buildup and test them weekly to help maintain continued operation. **THE COMPANY STRONGLY RECOMMENDS THAT YOU READ THE OWNER'S MANUAL FOR ALL EQUIPMENT. THE OWNER'S MANUAL CONTAINS VERY IMPORTANT INFORMATION SUCH AS OPERATING INSTRUCTIONS AND EQUIPMENT TESTING AND MAINTENANCE INFORMATION. YOU SHOULD ALSO READ ALL INSTRUCTIONS, WARNINGS AND OTHER INFORMATION ON THE EQUIPMENT ITSELF.**

- b. Touchscreen/Multimedia Hub Device. The Company Equipment may include a Touchscreen/Multimedia Hub Device (the "Multimedia Hub") from which you may, among other things, operate and control the System. The Multimedia Hub also will permit you to access and use certain features and applications which will be made available to you subject to a revocable license either by the Company or a third party. You are required to agree to and comply with all applicable license terms and conditions associated with the Multimedia Hub and any such applications, and any use of the Multimedia Hub and any such applications shall constitute your acceptance and agreement to such license terms. Certain features or applications may only be available with a subscription to other Comcast Related Services. The Company may remotely activate or disable any feature or application on the Multimedia Hub with or without notice to you. You agree to pay all charges assessed with respect to the downloading, license or use of any feature or application with the Multimedia Hub.

The Multimedia Hub contains software that consists of interactive applications that perform a variety of communications over the Internet as part of their normal operation. Some of these communications features are automatic and are enabled by default. By installing and/or using the Multimedia Hub, you consent to such communications features. Once you use the Multimedia Hub, user information including your User ID may be transmitted with communications to Company's or its service providers' servers. This information is used to access your account and to provide certain services.

- c. **Acceptable Use and other Policies; Software.** Your use of the Services is subject to other policies, including, but not limited to Company's acceptable use policies ("AUP"). You can view the other policies for the Services anytime online at customer.comcast.com/homesecurity. The Company may terminate or suspend your Service for failure to comply with these policies. **YOU ACKNOWLEDGE AND AGREE THAT THE TERMS OF THE AUP AND ANY OTHER APPLICABLE POLICIES MAY BE PUT INTO EFFECT OR REVISED FROM TIME TO TIME BY POSTING A NEW VERSION OF THE AUP OR POLICY ON THE WEBSITE SET FORTH ABOVE. YOU SHOULD CONSULT THE AUP AND ALL POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION.**

The Company makes no representation or warranty that any software or application installed on Company Equipment, downloaded to Company Equipment, or available through the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any Company Equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the Installation or operation of the Services if a virus or other harmful feature or software is found to be present on your Company Equipment. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your Company Equipment, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your Company Equipment. **NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OR CONTRACTORS OR SUBCONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.**

18. Company Cancellation.

- a. The Company may terminate this Agreement at any time upon notice to you, including if: (i) the Company's or its third party suppliers' or contractor's alarm monitoring center is

destroyed or damaged so that it is impractical for the Company to continue service; (ii) the Company cannot acquire or retain the transmission connections or authorization to transmit signals between the Premises and the Company's alarm monitoring center or the applicable fire or police department or other agency; (iii) you fail to follow the Company's recommendation to repair or replace any defective parts of the System; (iv) you fail to follow the Company's operating instructions for the System; (v) you fail to perform any of your obligations under this Agreement; (vi) the Company determines that it is impractical to continue service due to the modification or alteration of the Premises after Installation; (vii) you fail to maintain the Premises in a safe and sanitary condition; (viii) you cease to maintain a broadband Internet connection utilizing a transmission system compatible with the Services, as determined by Company in its sole discretion; (ix) any change in applicable law increases the Company's cost of providing the Services or modifies or changes the Company's liability for the provision of Services in such jurisdiction.

- b. If the Company terminates this Agreement for any reason, you must: (i) immediately cease all use of the System and Company Equipment; (ii) pay in full for your use of the System up to the date this Agreement has been terminated and Services disconnected; (iii) pay the Termination Fee as set forth in Section 8 hereof (other than if termination occurs under Section 18(a) (i) or (ii) above); (iv) pay the Company's reasonable collection costs, including attorneys' fees; (v) within ten (10) days of termination, return all Company Equipment to us at our local business office in good working order, reasonable wear and tear only accepted; and (vi) permit the Company or its agents to peacefully enter the Premises to remove all Company Equipment or other materials provided by the Company. If you do not return, or the Company does not retrieve, any Company Equipment, you will be charged the full retail price for new replacements of such Company Equipment. The Company does not have to provide any Service, including monitoring, after the date the Agreement is terminated. If the Company waives any default by you, that does not mean the Company waives later defaults. Any waiver by the Company must be in writing.

19. Delays. The Company has no responsibility or liability to you or any other person for delays in the Installation or repair of the System or performance of the Services, regardless of the reason, or for any resulting consequences. The Company has no responsibility or liability for interruptions of Service, or any resulting consequences, whether due to strike, riot, flood, fire, terrorism, act of God or for any cause beyond the Company's control. During any such service interruption, the Company has no obligation to supply you any substitute services.

20. Transfers/Assignments. You cannot transfer or assign this Agreement without the Company's consent. However, the Company can transfer or assign this Agreement or subcontract its obligations hereunder at any time without your consent. If the Company does so, anyone to whom the Company transfers, assigns or subcontracts any or all of its obligations will have all of the Company's rights with respect to such obligations. The Company is not responsible, however, for any services, including monitoring, which are performed by any third party.

21. Notices; Limitation on Lawsuits; Jury Trial. Unless otherwise indicated, all notices must be in writing, dated and signed by You and must be sent by first class mail or delivered to the Company's address as set forth in the Notice of Cancellation included in your Welcome Kit and with the Acceptance. You must bring any claim arising out of this Agreement or related to the Services, whether against the Company or any of the Company Related Parties within one (1) year after the date on which the claim arose or the shortest duration permitted under applicable law if such period is greater than one (1) year. If you do not, you waive, to the extent permitted by law, all rights you may have with respect to such claim and neither the Company nor any of the Company Related Parties shall have any liability to you with respect to that claim.

TO THE EXTENT PERMITTED BY LAW, THE COMPANY AND YOU BOTH KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE SERVICES.

22. Electronic Media. You agree that the Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. You also agree that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration. Faxed or other electronically generated signatures are binding on the parties.

23. Miscellaneous. This Agreement and the Work Order contain the entire understanding between you and the Company and replaces any other documents or discussions the Company previously had with you. No handwritten changes or modifications to this Agreement shall be accepted by the Company, and no such changes shall be enforceable.

Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above limitations may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of the Company is limited to the maximum extent permitted by law. All representations, warranties, indemnifications and limitations of liability contained in this Agreement shall survive the termination of this Agreement.

This Agreement is governed by the laws of the State of New Jersey, without regard to such state's conflict of laws principles. Any suit or action that arises out of or relates or pertains to this Agreement or the subject matter hereof shall be brought only in the state or Federal courts of the State of New Jersey having jurisdiction.

If the Company does not approve this Agreement, the Company's only obligation is to refund any payments you have made. Any equipment or services the Company provides to you in the future are subject to the terms of this Agreement, as so amended.

If any provision of this Agreement is found to be invalid, the invalid portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining provisions shall still be effective. The Company does not waive any provision or right if it fails to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and the Company nor trade practice shall act to modify any provision of this Agreement. Nothing contained in this Agreement shall be construed to limit the Company's rights and remedies available at law or in equity. The word "including" means "including without limitation." Except for monitoring, the Company will only do work during the Company's normal business hours of 9:00 a.m. to 5:00 p.m. on weekdays, excluding holidays the Company observes. All schedules and attachments are incorporated by reference into this Agreement.