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CT: ELC.0191352-L5	ID: 012673	OR: 173349	TN: 1524
CT: ELC.0192591-L5	MIN: TS01618	OR: CLE216	TX: B13684
CT: HIC.0634529	MIN: MB648213	OR: 37646	TX: ACR-2854
DE: 06-116	NE: 12465	RI: 3734	TX: TACLA00043940E
DE: 2006209146	NV: 0062684, Mone-	RI: 34456	TX: ACR-2854-A
DE: CSRSL-0039	tary Limit: \$10,000	SC: BAC #5569	VA: 11-4822
HI: C-31374	NJ: 34BF00000100	SC: FAC #3437	VA: 2705 138422
IA: C004643	NM: 93695	SC: 1256	WA: VIVINI*894BZ
IA: AC-0011	NY: 12000301658	TN: 1253	WY: LV-G-16005
ID: 011630	NY: 68V11000200	TN: 333	

**MS: 15010729**

**SYSTEM PURCHASE AND SERVICES AGREEMENT**

Account #: \_\_\_\_\_ Service #: \_\_\_\_\_

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Vivint, Inc. ("Vivint," "we," "us," or "our") and

[1] Customer Name (First, MI, Last) \_\_\_\_\_ [2] Customer Name (First, MI, Last) \_\_\_\_\_

Phone _____	Email _____	Phone _____	Email _____
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Installation Address _____	City _____	County _____	State _____	Zip _____
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Billing Address (If different) _____	City _____	County _____	State _____	Zip _____
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**1. INSTALLATION AND SERVICES**

We will install the security, energy management, and/or home automation system(s) (each a "System") described on the Schedule of Equipment and Services ("SES"), which is part of the monitoring and installation information, and provide repair service, interactive services (if requested), and monitor the System at our monitoring facility (the "Center"). We waive any right to file a mechanic's lien.

**2. PRICE, PAYMENT, FINANCIAL DISCLOSURES AND TERMS**

**2.1 MONTHLY SERVICES FEE AND TERM.** YOU AGREE TO PAY US AS FOLLOWS:

ACTIVATION FEE:	<b>\$198.00</b> (plus any applicable taxes)	INITIAL TERM OF CONTRACT:	<b>60 MONTHS</b> ("Initial Term")
EQUIPMENT FEES:	\$_____ (See SES)	MONTHLY SERVICES FEE:	<b>\$79.99</b> (plus any applicable taxes)
		TOTAL CASH PRICE FOR SERVICES:	<b>\$4,799.40</b> (plus any applicable taxes)

THE TOTAL MONTHLY SERVICES FEE IS PAYABLE MONTHLY IN ADVANCE. THE FIRST MONTHLY SERVICES FEE IS DUE WHEN THE SYSTEM IS INSTALLED AND OPERATIONAL. **THERE IS NO FINANCING CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT.**

**THIS AGREEMENT STARTS ON THE DAY THIS AGREEMENT IS SIGNED AND CONTINUES FOR THE INITIAL TERM. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH AND EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE OTHER PARTY. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE THIRTY (30) DAY NOTICE PERIOD.**

**2.2 INCREASE IN MONTHLY SERVICES FEE.** YOU ACKNOWLEDGE THAT VIVINT SHALL HAVE THE RIGHT, AT ANY TIME, TO INCREASE THE MONTHLY SERVICES FEE TO REFLECT ANY TAXES, LICENSES, PERMITS, COSTS, FEES OR CHARGES WHICH MAY BE CHARGED TO US BY ANY UTILITY OR GOVERNMENTAL AGENCY RELATING TO THE INSTALLATION OF THE SYSTEM OR SERVICES AND YOU AGREE TO PAY THE SAME. IN ADDITION, WE CAN INCREASE THE MONTHLY SERVICES FEE FOR ANY RENEWAL TERM BY GIVING YOU SIXTY (60) DAYS PRIOR WRITTEN NOTICE.

**2.3 LATE FEES.** IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, WE MAY, BY GIVING YOU WRITTEN NOTICE, DISCONTINUE INSTALLATION, MONITORING, AND REPAIR SERVICE, TERMINATE THIS AGREEMENT AND RECOVER ALL DAMAGES TO WHICH WE ARE ENTITLED, INCLUDING THE VALUE OF THE WORK PERFORMED AND OUR LOSS OF PROFIT. IN ADDITION, WE MAY IMPOSE A LATE CHARGE ON ALL PAYMENTS MORE THAN TEN (10) DAYS PAST DUE IN THE MAXIMUM AMOUNT PERMITTED BY STATE LAW.

**2.4 CREDIT INVESTIGATION.** YOU AUTHORIZE VIVINT TO CONDUCT CREDIT INVESTIGATIONS FROM TIME TO TIME TO DETERMINE YOUR CREDIT WORTHINESS AND TO REPORT YOUR PAYMENT PERFORMANCE UNDER THIS AGREEMENT TO CREDIT AGENCIES AND CREDIT REPORTING SERVICES.

**2.5 PAYMENT AUTHORIZATION.** YOU AUTHORIZE VIVINT OR ITS ASSIGNEE(S) TO MAKE ELECTRONIC FUND TRANSFERS FROM YOUR BANK ACCOUNT OR CHARGES TO YOUR CREDIT CARD ACCOUNT (THE "ELECTRONIC PAYMENT") IN THE AMOUNT IDENTIFIED ABOVE AS YOUR MONTHLY SERVICES FEE, PLUS ANY APPLICABLE TAXES, AND INCLUDING ALL PAST DUE AMOUNTS, TRIP FEES, SERVICE FEES OR AMOUNTS WHICH MAY ACCUMULATE IN ARREARS ACCORDING TO THE TERMS ABOVE AND THE CONDITIONS OF THIS AGREEMENT. IF YOU ELECT TO RECEIVE A PAPER INVOICE (RATHER THAN MAKING AN ELECTRONIC PAYMENT) OR IF WE DO NOT RECEIVE YOUR ELECTRONIC PAYMENT FOR ANY REASON, VIVINT WILL SEND YOU A PAPER INVOICE, AND YOU UNDERSTAND AND AGREE THAT AN ADDITIONAL PROCESSING FEE MAY APPLY TO EACH PAPER INVOICE SO RENDERED.

**3. OUR LIMITED LIABILITY**

WHERE PERMITTED BY LAW, WE DISCLAIM ANY IMPLIED WARRANTIES PROVIDED BY LAW INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR ANY OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. WE DO NOT WARRANT ANY WORK OR PRODUCTS PROVIDED BY YOU OR A THIRD PARTY USED IN CONNECTION WITH YOUR SYSTEM. SECTIONS 17 AND 18 ON THE REVERSE SIDE OF THIS AGREEMENT LIMIT OUR LIABILITY TO TWO THOUSAND DOLLARS (\$2,000.00) IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO THE SALES AGENT ABOUT THIS LIMITATION.

**4. NOTICE TO CUSTOMER**

- DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF ANY OF THE SPACES INTENDED FOR THE AGREED TERMS TO THE EXTENT OF THEN AVAILABLE INFORMATION ARE LEFT BLANK.**
- YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.**
- YOU MAY PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME, AND IN SO DOING YOU SHALL BE ENTITLED TO A FULL REBATE OF THE UNEARNED FINANCE AND INSURANCE CHARGES.**
- YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**
- IT SHALL NOT BE LEGAL FOR THE SELLER TO ENTER YOUR PREMISES UNLAWFULLY OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED UNDER THIS AGREEMENT.**

**ALL OF THE TERMS ON THE REVERSE SIDE OF THIS PAGE ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.**

VIVINT, INC. (OR AUTHORIZED AGENT)

CUSTOMER(S)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
[1] Signature

\_\_\_\_\_  
[2] Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Agent Reg. #

\_\_\_\_\_  
Date of Transaction

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Rev. 03/2014 GEN 60

**NOTICE OF CANCELLATION**

**DATE OF TRANSACTION \_\_\_\_\_, 20\_\_\_\_**

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) 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 (10) 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 TWENTY (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 VIVINT, INC. AT 4931 NORTH 300 WEST, PROVO, UT 84604, NOT LATER THAN MIDNIGHT OF \_\_\_\_\_, 20\_\_\_\_.**

**I HEREBY CANCEL THIS TRANSACTION. DATED: \_\_\_\_\_.**

Account # _____	BUYER'S SIGNATURE _____
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5. **Repair Service.** During the term of this Agreement, we will repair or service any defective part of the System as follows: (A) *What is Covered.* If you selected Premium Service, then we will, so long as we are providing services pursuant to this Agreement, repair and replace any defective part of the System without charge to you. If you decline Premium Service, however, then for one hundred and twenty (120) days after we complete the installation, we will repair or replace any defective part of the System without charge to you. After the initial one hundred and twenty (120) day period, we will, so long as we are providing services pursuant to this Agreement, provide a replacement for any defective part without charge, but you will pay a visit charge for each service call at our then-prevailing visit fee, plus any applicable taxes. All charges for repair service are due and payable upon completion of the service call, and you agree to pay the same. We can use new or used parts of the same functionality, and keep all replaced parts. (B) *How to Get Service.* Call or write us at the address and telephone number at the top of this Agreement and tell us what is wrong with the System. We will provide service as soon as possible during our normal business hours, which are 8:00 a.m. to 6:00 p.m. Monday through Friday, excluding holidays we observe. A responsible adult must be at the premises at the time we visit. (C) *What is Not Included.* Repair of the System is our only duty. This warranty does not include batteries or alarm screens. We make no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. We do not warrant that the System will always detect, or help prevent, any burglary, fire, hold-up or other such event. We do not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, your failure to properly use the System, or if someone other than us attempts to repair or change the System, or any other reason except a defect in the equipment or our installation. We are not liable for consequential or incidental damages. You agree that this is our only warranty and we have given you no other warranty for the System. (D) *State Law.* Some states do not allow a limitation on the duration of implied warranties or the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

6. **Installation of the System.** You will permit us to install the System during our normal business hours, in such location(s) and such a manner as to fully comply with applicable state laws and regulations, and you will give us uninterrupted access to your premises. You have approved the locations where the control panel, energy management devices, audible devices and all protective devices will be installed, which may replace your existing devices. If the System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. We are not responsible for cosmetic blemishes to walls or wall coverings arising from the installation of any devices. We are not responsible if the installation is delayed because of weather, labor disputes, acts of God or other reasons beyond our control. You have an affirmative duty to inform us, prior to us beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos abatement or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. Unless so notified, we will determine where to drill and place equipment. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. After we complete the System, you and our installer will inspect it. The city or county in which your home or business is located may require that you obtain a permit for the use and monitoring of the System. Local authorities may not respond to alarm notifications until all permits or licenses for use of the System have been obtained, and therefore we may not begin monitoring until you have obtained, at your expense, all necessary permits or licenses, and provided us with the license or permit information.

7. **Monitoring Service.** We shall connect your System to the Center. To reduce false alarms, we use enhanced call verification (2 call verification). When your System sends a burglar alarm signal, the Center will try to telephone your premise number and your alternate number to verify whether an emergency condition exists, and if there is no answer or a person indicates that an emergency exists, the Center will attempt to notify the police department and will also attempt to contact someone on your emergency call list to advise them that the police have been notified. When your System sends a fire alarm signal, the Center will attempt to call your premise and, if there is no answer or a person indicates that an emergency exists, the Center will attempt to notify the fire department or other emergency personnel. When your System sends a hold-up alarm or duress alarm signal, the Center will attempt to notify the police department. When your System sends a non-emergency signal, the Center will attempt to contact your premises and all available contacts, but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. You and we are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your System. We may discontinue or change any particular response service due to governmental or insurance requirements. You consent to the tape recording of all telephonic communications between your premises and our office or the Center. You authorize us to make changes to the information provided on your SES, and otherwise communicate with the Center regarding your System.

8. **Response to Alarm Activations.** You understand, acknowledge and agree that the emergency response agencies (police department, fire department, paramedics, etc. and herein referred to as the "jurisdiction") that would be notified in the event of an alarm under Section 7, may have instituted or may be subsequent to the date of this Agreement, institute either: (i) a no response policy to alarm system activations, or (ii) require an on-site physical verification of the existence of an emergency condition before responding to a notification of an alarm signal from the Center. If required, we will subscribe to a private guard response on your behalf to provide alternative response to alarm signals received by the Center (herein referred to as "private response"). You acknowledge and agree that we are obligated to comply with the response and notification requirements imposed by the jurisdiction. If the jurisdiction has adopted a no-response policy, or a physical verification requirement, upon receipt of an alarm signal, we will not notify the jurisdiction, and shall only notify your designated representative and the private response, if required. If your designated representative or the private response verify by physical on-site inspection and report such condition to us, then we shall attempt to notify the jurisdiction. You acknowledge and agree that you are responsible for any costs and fees associated with private response.

9. **Transmission Lines.** The System includes a communicator that sends signals to the Center over dedicated cellular service or long range radio or your regular telephone service, and will not work on standard cellular telephone service. You acknowledge that the use of cellular or radio transmission services may be controlled by local state agencies and the Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event, we will substitute another service. Cellular or radio transmissions may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. For a regular telephone service connection, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and we recommend the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as calls to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and the Center and we will not know of the telephone service problem. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control and are maintained and serviced, solely by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband service, all of which are subject to periodic interruptions or outages, and we recommend the installation of a backup communications system that would allow the System to communicate with the Center during times of temporary loss, interruptions, or outages. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common landline telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. In such event, you agree to pay our standard rates and charges for the installation and use of such facilities. For cellular service, you agree that if an event or events generate signals in excess of the cellular service plan limit included in the monthly services fee, you agree to pay for any excess cellular service charges at the rate then in effect. If regular telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for any alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. **IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.** Additionally, you will conduct follow-up testing to ensure that your System properly communicates with the Center.

10. **False Alarms.** You agree that you and others using the System will use it carefully so as to avoid causing false alarms. False alarms can be caused by weather or other forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring and repair service and seek to recover damages. If a false alarm fine or penalty is charged to us, the Center, or you by any governmental agency or third party, you will pay for the charge. You authorize us to enter your premises to turn off the audible device if we are requested or ordered to do so by governmental authorities, neighbors or anyone else, and you will pay our standard service call charge for each such visit.

11. **Energy Management Attributes and Incentives.** To the extent permitted by law, your purchase of our services does not include any entitlement to any environmental attributes or incentives available to (or that may become available to) an owner of the Energy Management Products ("EMP") or on account of the energy reduction or efficiencies attributable to the use of EMP, all of which will be retained by and may be used or disposed of by us in our sole discretion. Such attributes and incentives include: (a) any and all current or future environmental attributes or renewable energy credits, including, but not limited to, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags and tradable renewable credits, and (b) any local, state, regional or federal rebate, incentive, tax credit or tax benefit with respect to EMP, and all reporting rights with respect to such incentives. You agree to reasonably cooperate with us as may be necessary for us to obtain, certify and use any such attributes and incentives that are or may become available with respect to EMP. To the extent you receive or are otherwise entitled to any such attributes or incentives by law, you hereby assign your right, title and interest in and to any such attributes and incentives to us.

12. **Customer Duties.** You will instruct all other persons who may use the System on its proper use. You will test the System's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the System includes space or interior protection (e.g. passive infrared motion detectors or other such detectors) you will turn off, control or remove all things such as air conditioning and heating systems, and pets that might interfere with such devices when they are turned on. If a problem in the System occurs, you will notify us. You will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the System. You will give us the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the persons or telephone numbers. You agree that we may disclose such information to any governmental agency having jurisdiction over the use and operation of the System. Some device features may require an internet connection and/or smart phone technology and any charges for same will be your sole expense and responsibility. **If the System includes any wireless devices, you will replace the batteries as needed and at least once each year. If you fail to replace the batteries, the System may not send a notification of an alarm.**

13. **Suspension or Cancellation of this Agreement.** You understand that we may stop or suspend monitoring and repair service if: (A) strikes, weather, earthquakes or other such events beyond our control affect the operation of the Center or so severely damage your premises that continuing service would be impractical; (B) there is an interruption or unavailability of the telephone service between the System and the Center; (C) you do not pay the service charge due to us, after we have given you ten (10) days notice that we are canceling service because of non-payment; (D) we are unable to provide monitoring or repair service because of some action or ruling by any governmental authority; or (E) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement is terminated for any reason, you authorize us to remotely disconnect your communicator from the Center and remotely disconnect the communications/system software and/or enter your premises to disconnect your System from our monitoring equipment and remove our communications equipment and software and all of our signs and decals from your premises for our then-prevailing disconnect fee. If service is suspended because you have failed to pay the services fees set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then-prevailing reconnection fee. You understand that the System may not work with equipment used by other alarm companies or monitoring centers. You agree that you will grant us access to your premises to allow us to repossess or disable the equipment. You agree that we are not required to redecorate or repair your premises. We do not waive our right to any other legal remedy, including our right to charge you interest at the highest legal rate on the unpaid amount, by stopping the alarm monitoring and repair services or repossessing or disabling the equipment.

14. **Assignees and Subcontractors.** We may transfer or assign this Agreement to any other alarm company, or as collateral to a financial institution. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair or monitoring services, and this Agreement, particularly Sections 17 and 18, shall apply to them and the work or services they provide, and protect them in the same manner as it applies to and protects us.

15. **Changes to the System.** If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. You agree that you have chosen this System and you understand that additional or different protection is available for a higher price.

16. **Software License.** The System is programmed with copyrighted and proprietary software (the "Software") to work solely with our monitoring service. Subject to the terms and conditions of this Agreement, we hereby grant to you a non-exclusive, revocable, non-transferable license, without any right to sub-license, to use the Software during the applicable term, solely for your use of the System (the "License"). You agree that you will not make any modifications to the System, its programming or the Software to enable the System to work with any other monitoring service. You agree that you shall not permit any third party(ies) to use, rent, modify or reprogram the Software. You acknowledge that we are the sole owners of the Software, and of all copyright, trade secret, patent, trademark and other intellectual or industrial property rights to the Software. All copies of the Software, in whatever form provided by us to you shall remain our property. You acknowledge that the License granted hereunder does not provide you with ownership of the Software, but only a right of limited use consistent with the express terms and conditions of this Agreement. You shall have no rights to the source code for the Software and you agree that only we shall have the right to maintain, enhance, or otherwise modify the Software. **Misuse.** In the event of misuse of the License as identified above, we shall have the right to terminate the License at any time and in our sole discretion upon written notice to you (of which email shall suffice) and, upon such revocation by us, you shall immediately cease the use of the Software, provided you have been given fifteen (15) days to cure any misuse and have failed to do so. **Termination or Expiration.** In the event of a termination or expiration of the Agreement, your License to use the Software will immediately terminate.

17. **Wvint is not an Insurer; Limitation of Liability.** You understand that: (A) we are not an insurer of your premises, property or the personal safety of persons in your premises; (B) you are solely responsible for providing any life, health or disability insurance for yourself and persons who use the System, and insurance on your premises and its contents; (C) the amount you pay to us is based only on the value of the service we provide and not on the value of your premises or its contents; (D) alarm systems and monitoring service may not always operate properly for various reasons; (E) it is difficult to determine in advance the value of the property that might be lost, stolen or destroyed if the System or our services fail to operate properly; (F) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; (G) an alarm system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on or about the premises; and (H) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or service. Therefore you agree: Even if a court decides that our breach of this Agreement, or a failure of the System, or our negligence, or a failure of the installation, monitoring or repair service caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to two thousand dollars (\$2,000.00), and this shall be your sole and exclusive remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine liability for the injury or loss. **You may obtain higher limitation of liability.** You may obtain from us a higher limitation of liability for an additional charge. If you elect this option, we will attach a rider to this Agreement that will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that Wvint is an insurer.

18. **Third Party Indemnification and Subrogation.** If anyone other than you asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) our breach of this Agreement, (ii) a failure of the System or service, (iii) our negligence, (iv) any other improper or careless activity of ours in providing the System or services, or (v) a claim for indemnification or contribution, you will pay us (A) any amount which a court orders us to pay or which we reasonably agree to pay and (B) the amount of our reasonable attorney's fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

19. **Binding Arbitration.** To the extent permitted by law, both parties agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Each party agrees to binding arbitration as the sole and exclusive remedy for any controversy, dispute, or claim of any kind or nature between the parties and their respective affiliates, directly or indirectly arising out of, relating to, or in connection with the Agreement regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to allege or determine liability for the injury or loss. The parties agree that they may bring claims against the other only in their individual capacity and not as a class or representative action plaintiff or class action member in any purported class or representative proceeding. The arbitration shall not be conducted pursuant to the Federal Arbitration Act, but shall be conducted in accordance with the arbitration laws of the State of Utah. The arbitration shall be administered by Arbitration Services, Inc., under its Consumer Arbitration Rules ([www.ArbitrationServicesinc.com](http://www.ArbitrationServicesinc.com)). The arbitrator shall award and allocate all the costs of the arbitration, including fees of the arbitrator, against the party who did not prevail. Arbitrator is bound by the terms of this Agreement as it relates to available damages and other limitations. Judgment on the arbitration award may be entered in any court having jurisdiction.

20. **Entire Agreement.** The entire and only agreement between us is written in this Agreement. It replaces any earlier oral or written understanding or agreements. It may not be changed by any oral statements or representations made by our sales representative. It may only be changed by a written agreement signed by you and us. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that we may save and store all contracts and other documents executed by you in an electronic media, and all such contracts and other documents shall be given the same force and effect as the paperform originals.

21. **Information; Privacy Contract.** You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergency information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. You agree that we may contact you by telephone (including cell phones), facsimile, email or other Internet facilities, with respect to the System and services we provide under this Agreement, and new offerings of systems or services we may make available in the future.

22. **LICENSES, ALARM COMPANY OPERATORS AND CONTRACTORS MAY BE LICENSED AND REGULATED BY THE STATE IN WHICH YOUR SYSTEM IS LOCATED.** CT: Department of Consumer Protection, 165 Capitol Avenue, Hartford, CT 06106, (860) 713-6050. DE: Delaware State Police, dsp\_wbmaster@state.de.us (302) 739-5991. DE: Division of Revenue, Business Licensing, 820 North French Street, Wilmington, DE 19801 (302) 577-8200. Delaware Office of the State Fire Marshal, Headquarters Division, 1537 Chestnut Grove Road, Dover, DE 19904-1544. HI: Contractors License Board, Professional & Vocational Licensing Division, Department of Commerce and Consumer Affairs, P.O. Box 3469, Honolulu, Hawaii 96801-3469, (808) 586-3000. IA: Division of Labor Services, 1000 East Grand Avenue, Des Moines, IA 50319 (515) 242-5871. Iowa Department of Public Safety, State Fire Marshal Division, 215 E. 7th Street, Des Moines, Iowa 0319-0047. ID: Division of Building Safety, 1090 E. Watertower Street, Ste. 150, Meridian, ID 83642, (800) 955-3044. MN: Minnesota Dept of Labor and Industry, 443 Lafayette Road North, St. Paul, MN 55155-4342 (651) 284-5064. MS: Mississippi Insurance Department, 1001 Woolfolk State Office Building, 501 North West St., Jackson, MS 39201 (601) 359-1061. NE: NE State Electrical Board, 800 South 13th, Suite 109, PO Box 35066, Lincoln, NE 68509 (402) 471-3560. NV: NV State Contractors Board, 9670 Gateway Drive, Suite 100, Reno, NV 89521 (775) 698-1141. NJ: Burglar & Fire Alarm License: 348F0000100. New Jersey Office of the Attorney General, Division of Consumer Affairs, Board of Examiners of Electrical Contractors, Fire Alarm, Burglar Alarm, and Locksmith Advisory Committee, 124 Halsey Street, 6th Floor, Newark, NJ, 07101, 973-504-6245. NV: The Construction Industries Licensing Act does not protect consumers if the contractor defaults. NM: Regulation and Licensing Department, 2550 Cerrillos Road, Santa Fe, NM 87504 (505) 476-4500. NY: Licensed by the N.Y.S. Dept of State, Division of Licensing Services, 41 State Street, Albany, NY 12231 (518) 474-4597. NC: NC Board of Examiners of Electrical Contractors, 3101 Industrial Drive, Suite 206, Raleigh NC 27609 (919) 733-9042. NC: NC Alarm Systems Licensing Board, 4901 Glenwood Ave, Suite 200, Raleigh NC 27612 (919) 788-5320. OR: Construction Contractors Board, PO Box 14140, Salem, OR 97309-5052, 503-378-4621. Department of Consumer & Business Services, Building Code Division, PO Box 14470, Salem, OR 97309, 503-378-4133. RI: RI Dept of Business Regulation, Division of Commercial Licensing, 233 Richmond Street, Suite 230, Providence, RI 02903 (401) 222-2416. RI: Contractors' Registration and Licensing Board, 1 Capitol Hill, Providence, RI 02908. SC: DEPT OF LABOR, LICENSING AND REGULATION, Contractors Licensing Board, P. O. Box 11329, Columbia, SC 29211 (803) 886-4686. TN: ALARM SYSTEMS CONTRACTORS BOARD and LOCKSMITH LICENSING PROGRAM, 500 James Robertson Parkway, Davy Crockett Tower, Nashville, TN 37243-1168 (615) 741-9771. TX: Complaints may be directed to the Texas Department of Public Safety, Private Security Bureau, P. O. Box 4087, Austin, Texas 78773, (512) 424-7710. TX: TX Dept of Insurance, State Fire Marshal, 333 Guadalupe, Austin, TX 78701 (512) 305-7935. TX: Texas Department of Licensing and Regulation, 920 Colorado, Austin, TX 78701. TX: Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 800-803-9202, 512-463-6599, [www.license.state.tx.us](http://www.license.state.tx.us). VA: VA Dept of Criminal Justice Services, Private Security Services Section, 202 North Ninth Street, 10th Floor, Richmond, VA 23219 (804) 786-4700. VA: Dept of Professional and Occupational Regulation, 9960 Mayland Dr, Suite 400, Richmond, VA 23233. WA: WA Dept of Labor and Industries, Contractor's Registration Section, PO Box 44460, Olympia, WA 98504 (360) 902-5269. WY: Department of Fire Prevention & Electrical Safety, Herschler Building 1 West Cheyenne, WY 82002, 307-777-7288.