



Buggs Island Telephone Cooperative

100 Nellie Jones Rd • PO Box 129
 Bracey, VA 23919
 434-636-2274
 888-92GOBIT

DCJSID: 11-5969

SECURITY SERVICES IMPORTANT TERMS AND CONDITIONS

1. **PAYMENTS; TERM OF CONTRACT.** All Charges are payable to Buggs Island Telephone Cooperative upon completion of installation. The initial term of the Contract is three (3) years and is indicated on the first page of the agreement. Our alarm monitoring and notification services will begin when the equipment is installed and operational when the necessary communications connection is completed. Following the end of the contract term of three (3) years, this Contract will automatically renew on a monthly basis unless terminated by either party's written notice at least thirty (30) days before the end of a monthly period.
2. **YOUR EARLY TERMINATION OF THIS CONTRACT.** You agree that the charges due under this Contract are based on your agreement to receive and to pay for the service for the full term of this Contract as indicated above. Accordingly, you agree that: if you terminate this Contract at any point during the initial term of the agreement, early termination fees, according to our schedule of charges, will apply.
3. **INCREASES IN CHARGES.** We have the right to increase the monthly charges after the initial term. Written objection and termination of this Contract made be made as provided in section 1. above.
4. **ADDITIONAL CHARGES.** You are solely responsible for your payment in full of any and all false claim assessments, taxes, fees or other charges from any police or fire department, or any other governmental body. You agree to pay all telephone and signal transmission company charges for area code, telephone numbering or other charges. You agree to pay a service charge, according to our schedule of charges, if our representative responds to a service call or alarm at your premises because you improperly followed operating instructions, failed to properly lock or close a window, door or other protected or improperly adjusted CCTV cameras, monitors or accessories.
5. **EXCULPATORY CLAUSE.** The parties agree that Buggs Island Telephone Cooperative is not an insurer and no insurance coverage is offered herein. Subscriber's payments to Buggs Island Telephone Cooperative are for the installation, rental (if applicable) and service of alarm monitoring and notification services designed to reduce certain risks of loss, Buggs Island Telephone Cooperative does not guarantee that no loss will occur. Buggs Island Telephone Cooperative is not assuming liability and therefore shall not be liable to subscriber for any loss or injury sustained by subscriber as a result of any cause whatsoever. Subscriber releases Buggs Island Telephone Cooperative from any claims for contribution, indemnity or subrogation.
6. **NO LIABILITY. LIMITED LIABILITY. NO WARRANTIES OR REPRESENTATIONS. SUBSCRIBER'S EXCLUSIVE REMEDY.** Buggs Island Telephone Cooperative does not represent or warrant that the alarm monitoring and notification services will prevent any loss, damage or injury to person or property, or that the alarm monitoring and notification services will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that subscriber assumes all risk for loss or injury to subscriber's property or person. Buggs Island Telephone Cooperative has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for Buggs Island Telephone Cooperative' default hereunder is to require Buggs Island Telephone Cooperative to repair or replace, at Buggs Island Telephone Cooperative' option, any equipment or part of the alarm monitoring and notification services which is non-operational.

7. **EXCLUSIVE DAMAGES REMEDY.** The parties agree that the alarm monitoring and notification services are not designed or guaranteed to prevent any loss or injury. If, notwithstanding the terms of this agreement, there should arise any liability on the part of Buggs Island Telephone Cooperative as a result of any cause whatsoever, regardless of whether or not such loss, damage or personal injury was caused by or contributed to by Buggs Island Telephone Cooperative' negligence to any degree or failure to perform any obligation or strict products liability, such liability will be limited to the greater of (A) an amount equal to six times the monthly service fee currently paid by the subscriber to Buggs Island Telephone Cooperative under this contract or (B) the sum of \$250.00, whichever may be less.
8. **HOLD HARMLESS.** In the event any lawsuit or other claim is filed by any other party against us or our agents, employees, subsidiaries, affiliates or parent companies, arising out of the service we perform or the systems we provide under this contract, you agree to be solely responsible for and to indemnify and hold us completely harmless from such lawsuit or other claim including your payment for all damages, expenses, costs and attorney's fees. These obligations will survive the expiration or earlier termination of this contract. These obligations will apply even if such lawsuit or other claim arises out of our negligence, gross negligence, failure to perform duties under this contract, strict liability, failure to comply with any applicable law, or other fault.
9. **FALSE ALARMS/PERMIT FEES.** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse Buggs Island Telephone Cooperative for any fines relating to permits or false alarms. Buggs Island Telephone Cooperative shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury cause by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department, this agreement shall nevertheless remain in full force and subscriber shall remain liable for all payments provided for herein. Should Buggs Island Telephone Cooperative be required by law to perform any service or furnish any material not specifically covered by the terms of this agreement, subscriber agrees to pay Buggs Island Telephone Cooperative for such service or material.
10. **OWNERSHIP.** We retain ownership of installed equipment until such time you have paid in full any outstanding balance owed on installed equipment. Upon termination of this Contract, we may remove, disable or abandon all or any portion of the Buggs Island Telephone Cooperative Telephone-owned system, we have no obligation to repair or restore your premises after any such removal. We do not waive our right to collect any unpaid charges by such removal, disablement or abandonment of the Buggs Island Telephone Cooperative Telephone-owned system or any unpaid balance owed for the equipment.
11. **INSTALLATION.** We will install the equipment listed on the first page of this Contract in a workmanlike manner under the following conditions: (A.) You premises will be available without interruption during normal our working hours; (B.) You understand that the installation will require drilling into various parts of your premises; (C.) You will provide us with 110 volts AC electrical outlets for our power equipment in locations designated by us; (D.) You will make arrangements for lifting and replacing carpeting, if required, for our installation of floor mats or wiring; (E.) You warrant that you (1) requested the equipment and services specified in this Contract for your use and not for the benefit of any other party (2) own the premises where the equipment is being installed or that you have the authority to authorize us to install such equipment in the premises; (3) will comply with all laws, codes and regulations pertaining to the equipment we install and the service we provide under this Contract. Our intent is to conceal wiring in the finished areas of your premises. However, there may be areas where we determine, at our sole discretion, that it is impractical to conceal the wiring. In such areas, wiring will be exposed.
12. **LIMITED WARRANTY.** We will provide you with any manufactures warranty on the equipment installed. In addition thereto, during the first three (3) months after installation, we will repair or, at our option, replace any

defective part of the system, including wiring, and will make any needed mechanical adjustments, all at no charge to you. We will use new or functionally operative parts for replacements. This limited warranty is for your benefit only, and may not be enforced by any other person. This limited warranty gives you specific legal rights. The laws of the Commonwealth of Virginia may also give you additional rights. For service call (434) 636-2274.

- 13. WARRANTY EXCLUSIONS.** We perform warranty services only during our normal working hours. IF YOU REQUEST US TO PERFORM WARRANTY SERVICES OUTSIDE OUR NORMAL WORKING HOURS, YOU WILL BE REQUIRED TO PAY US FOR THE SERVICES BASED ON OUR SCHEDULE OF CHARGES FOR LABOR AND PARTS. THE LIMITED WARRANTY DOES NOT APPLY IF WE DETERMINE UPON INSPECTION THAT ANY OF THE FOLLOWING CONDITIONS CAUSED THE NEED FOR SERVICE: (A.) Damage resulting from accidents, Acts of God, alterations or misuses: (B.) You fail to properly close or secure a door, window or other point protected by an alarm: (C.) You fail to properly follow the operating instructions: (D.) Trouble in a telephone line, use of non-standard telephone line or service (including but not limited to DSL, ADSL, VOIP, etc) or due to interruption of power: (E.) Repairs needed to window foil, security screens, exterior mounted devices or PROM (Programmable Read Only Memory) batteries: (F.) Ordinary maintenance or wear and tear: (G.) Alterations to your premises: (H.) Alterations to the system made at your request, or made necessary by a change to your premises, damage to your premises or the alarm system or for any other cause beyond our control. We will not perform warranty service on any device not installed by us. You must furnish the necessary electrical power through your meter at your expense to obtain warranty service.
- 14. NO OTHER WARRANTIES.** OTHER THAN THE MANUFACTURES WARRANTY AND THE LIMITED WARRANTY, WE MAKE NO GUARANTY OR WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PATICULAR PURPOSE, WITH RESPECT TO THE SERVICE WE PERFORM OR THE SYSTEMS WE PROVIDE UNDER THIS CONTRACT. YOUR EXCLUSIVE WARRANTY REMEDY IS SET FORTH ABOVE. WE ARE NOT LIABLE TO YOU FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES MAY NOT LIMIT INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE LAWS OF THE COMMONWEALTH OF VIRGINIA WILL DETERMINE WHETHER THESE LIMITATIONS AND EXCLUSIONS APPLY.
- 15. REPAIRS AND PARTS REPLACEMENT.** At your request we will repair or replace the equipment we provided at our then-prevailing prices after the Limited Warranty expires. At your request we will also repair or replace anything excluded from the Limited Warranty at our schedule of charges.
- 16. ALARM MONITORING AND NOTIFICATION SERVICE.** We shall provide alarm monitoring and notification services if the first page of the Contract includes a charge for such services. If you have elected for us to provide Police Emergency Alarm monitoring services and such an alarm is received at our alarm monitoring center we may, at our sole discretion, attempt to contact you or anyone on your Emergency Contact List by telephone/Two Way Voice to confirm that the alarm is not false. If we fail to contact you or someone on your Emergency Contact List, or if we question the response we receive upon contact, we will attempt to notify the appropriate Police Department or Fire Department. You agree that we shall have no liability pertaining to any Two Way Voice communications. If you have elected for us to provide Supervisory Alarm or Trouble Alarm monitoring services and such an alarm is received at our alarm monitoring center, we will attempt to notify the representative you designate. The person(s) identified on your Emergency Contact list are authorized to act on your behalf. You understand that the equipment we provide may not operate with other companies' alarm monitoring equipment. This may prevent you from using such equipment in the event you terminate our services. You understand local laws, ordinances or policies may restrict our ability to provide the alarm monitoring and notifications service as described in the Contract. You understand that, upon receiving notification that fire or carbon monoxide signal has been received by us, the Police, Fire Department or other responding authoring may forcibly enter your residence. WE WILL NOT ARREST OR DETAIN ANY PERSON.

- 17. FAILURE TO PAY CHARGES OR HONOR CONTRACT.** If you fail to make any payments when due or fail to honor any other term or condition of this Contract, we may stop providing the alarm monitoring and notification services and repossess or disable the equipment with or without notice. You agree that you will grant us access to your residence to allow us to repossess or disable the equipment. You agree that we have no liability if we stop providing the alarm monitoring and notification services and repossess or disable the equipment. You agree that we are not to restore or repair your premises. We do not waive our right to any other legal remedy, including our right to charge you interest at the legal rate on the unpaid amount, by ceasing to provide the alarm monitoring and notifications services or repossessing or disabling the equipment, In the event the Company must engage in legal proceedings to collect any amounts due from the Subscriber under this Agreement or any other agreement between the parties hereto, the Subscriber hereby specifically agrees and understands that they will be liable for all costs, expenses and fees incurred by the Company in collecting such amounts, including without limitation reasonable attorney's fees. Any delinquent accounts for amounts due the Company under this Agreement shall be subject to a late payment or finance charge of one and one-half percent (1½%) per month, or eighteen percent (18%) per annum until paid.
- 18. SMOKE DETECTOR AND OTHER WARNINGS.** Some electrical smoke detectors are designed to be connected to an electrical power source. THESE SMOKE DETECTORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND, AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED, IF THE ELECTRICITY IS CUT OFF AND THE BACKUP BATTERY, IF PART OF THE SYSTEM, IS LOW OR DEAD. This includes instances where the electrical power is lost due to a fire. Connecting these smoke detectors to a separate dedicated electrical circuit increases their reliability. However, even dedicated circuits can fail. WE RECOMMEND THAT YOU INSTALL A BATTERY POWERED SMOKE DETECTOR AS A BACKUP SYSTEM, YOU SHOULD REGULARLY INSPECT YOUR SMOKE DETECTORS FOR DIRT AND DUST BUILD-UP AND TEST THEM WEEKLY TO MAINTAIN CONTINUED OPERATION. Smoke detectors can significantly help to reduce loss, injury and death. However, no matter how good any detection device is, nothing works perfectly under every circumstance. WE WARN YOU THAT A SMOKE DETECTOR WILL NOT ENSURE THAT YOU WILL NEVER SUFFER DAMAGE OR INJURY. Our battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors, if installed under this Contract, are not connected to the electrical system of your premises. Such detection sensors require batteries to operate. THESE BATTERY POWERED DETECTION SENSORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED, IF THE BATTERIES ARE LOW OR DEAD. You are responsible for maintaining the batteries. You should regularly inspect such sensors for dirt and dust build-up and test them weekly to help maintain the continued operation. WE STRONGLY RECOMMEND THAT YOU CAREFULLY READ THE OWNER'S MANUAL FOR ALL EQUIPMENT. THE OWNERS MANUAL CONTAINS VERY IMPORTANT INFORMATION SUCH AS OPERATING INSTRUCTIONS AND EQUIPMENT TESTING AND MAINTENANCE PROCEDURES. YOU SHOULD ALSO READ ALL INSTRUCTIONS, WARNINGS AND OTHER INFORMATION ON THE EQUIPMENT ITSELF.
- 19. COMMUNICATIONS FACILITIES.** (A.) DIGITAL COMUNICATOR. You understand that a digital communicator, if installed under this Contract, uses an existing telephone line for sending signals. This eliminates the need for a separate dedicated line. YOU ALSO UNDERSTAND THAT WE WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERRUPTED OR IS OTHERWISE DAMAGED OR WHEN ANY NON-STANDARD TELEPHONE LINE OR SERVICE (INCLUDING BUT NOT LIMITED TO DSL, ADSL, VOIP, ETC.) IS BEING USED. (B.) RADIO AND INTERNET INTERFACE. You understand that if your alarm system is connected to our alarm monitoring center by radio frequency or internet connection method there may be times when the system is unable to acquire, transmit or maintain an alarm signal. Such radio frequency and internet

connection methods include cellular or private radio or an internet communication facility. If radio frequency or internet connection is utilized, we recommend you also use an additional method of communication to connect to our alarm monitoring center.

- 20. CANCELLATION.** We may, at any time, cancel this Contract at our option if (A.) Our alarm monitoring center is destroyed or damaged so that it is impractical for us to continue service; (B.) We cannot acquire or retain the transmission connection or authorization to transmit signals between your premises and our alarm monitoring center or the applicable fire or police department or other agency; (C.) You fail to follow our recommendations to repair or replace any defective parts of the system not covered under the Limited Warranty; (D.) You fail to follow our operating instructions for the system; or (E.) We determine that it is impractical to continue service due to the modification or alteration of your premises after installation. If we cancel for any of the reasons stated immediately above, we will refund any advance payments made for services to be supplied after the date of such termination, less any amounts still due for the installation of the equipment, for services already rendered, and for any other charges due, but we will not be liable for damages or subject to penalty as a result of such termination. We may cancel this Contract with or without notice at our option if: (A.) You fail to pay any monies when due under this Contract; (B.) You fail to comply with any other term or condition of this Contract; or (C.) You fail to maintain your premises in a safe and sanitary condition. If we cancel for any of the reasons stated immediately above, we will not be liable for damages or subject to penalty as a result of such termination.
- 21. ASSIGNMENT.** You may not assign this Contract without our written consent. We have the right to assign this Contract or to subcontract any of our obligations under it without notifying you.
- 22. DELAYS.** WE HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANY OTHER PERSON FOR DELAYS IN THE INSTALLATION OR REPAIR OF THE SYSTEM OR THE PERFORMANCE OF OUR SERVICES, REGARDLESS OF THE REASON, OR FOR ANY RESULTING CONSEQUENCES. WE HAVE NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF SERVICE, OR ANY RESULTING CONSEQUENCES, WHETHER DUE STRIKE, RIOT, FLOOD, FIRE, ACTS OF GOD, OR ANY OTHER CAUSE BEYOND OUR CONTROL. DURING ANY SUCH SERVICE INTERRUPTION, WE HAVE NO OBLIGATION TO SUPPLY YOU SUBSTITUTE SERVICES.
- 23. ELECTRONIC MEDIA.** You agree that we may convert this Contract into an electronic media such as a CD ROM. You also agree that in the event of any dispute or litigation, a copy of this Contract produced from any such electronic media or cloud storage may serve as the exclusive original.
- 24. ENTIRE AGREEMENT.** THIS CONTRACT CONSTITUTES OUR ENTIRE AGREEMENT. BY SIGNING IT YOU ADMIT THAT YOU ARE NOT RELYING ON OUR ADVICE OR ADVERTISEMENTS. YOU AGREE THAT YOU AND WE ARE NOT BOUND BY ANY REPRESENTATIVE, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESSED OR IMPLIED, THAT IS NOT INCLUDED IN WRITING IN THIS CONTRACT. THE TERMS AND CONDITIONS OF THIS CONTRACT APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION UNLESS A CHANGE IS APPROVED IN WRITING BY OUR AUTHORIZED REPRESENTATIVE. THE TERMS AND CONDITIONS OF THIS CONTRACT SHALL GOVERN EVEN IF YOU SUBMITTED A PURCHASE ORDER OR OTHER DOCUMENT WITH INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS.

Licensing Agency:

Virginia Department of Criminal Justice Services Private Security Services Section

PO Box 1300

Richmond, VA 23218

804-786-4700

Company Information:

Buggs Island Telephone Cooperative

100 Nellie Jones Rd

PO Box 129

Bracey, VA 23919

434-636-2274



Buggs Island Telephone Cooperative/Alarm.com Terms

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

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

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

A3. If your Services include emergency two-way voice over a cellular or internet connection, you acknowledge that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service you understand and accept the limitations inherent in cellular and

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

A4. THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT OR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE

ALARM.COM TERMS (“**LIMITED WARRANTY**”). THE LIMITED WARRANTY IS NOT EXTENDED TO YOU UNLESS YOU HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR BENEFIT

ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, **ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY US ARE PROVIDED “AS IS,” WITH ALL FAULTS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (a) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THIS LIMITED WARRANTY, (b) ALL IMPLIED WARRANTIES TO YOU OF ANY KIND, AND (c) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH YOU. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

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

(B) ALARM.COM OR BIT IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECT OR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUR EVEN IF DUE TO ALARM.COM’S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO YOU, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM’S LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR YOUR USE OF THE SERVICES.

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

(D) YOU MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO US. IF YOU ELECT THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS

WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.

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

A7. If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or

Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then you will repay to us (i) any amount that we are required to pay or that we agree to pay in settlement of the claim, and (ii) the amount of our reasonable attorney’s fees and any other losses and costs that we may incur in connection with the harm, damages, injury or loss.

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

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

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

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

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

You acknowledge that you have read these terms and conditions for your Security Services Contract before signing. You state that you understand all the terms and conditions of this contract, including, but not limited to, paragraphs 5, 6, 7, 8, 9, and 10. You are aware of the following: no alarm system can guarantee prevention of loss; human error is always possible; alarm signals may not be received if the telephone line or other alarm transmission system is cut, disconnected, interfered with, or otherwise damaged.

Customer Signature Date

Customer Account #

Representative Signature Date

Buggs Island Telephone Cooperative is an equal opportunity provider and employer.

Revised 05/18/2016

Customer Copy

Customer Initials: _____

You acknowledge that you have read these terms and conditions for your Security Services Contract before signing. You state that you understand all the terms and conditions of this contract, including, but not limited to, paragraphs 5, 6, 7, 8, 9, and 10. You are aware of the following: no alarm system can guarantee prevention of loss; human error is always possible; alarm signals may not be received if the telephone line or other alarm transmission system is cut, disconnected, interfered with, or otherwise damaged.

Customer Signature

Date

Customer Account #

Representative Signature

Date

Buggs Island Telephone Cooperative is an equal opportunity provider and employer.