



Alarm.com Terms

IMPORTANT -- READ CAREFULLY: You have agreed to purchase residential or commercial security and/or video products and services from an independently owned and operated security services dealer (“Dealer”) pursuant to an agreement with the Dealer (“Dealer Agreement”). Alarm.com Incorporated (“Alarm.com” or “us” or “we”) has authorized the Dealer to market and sell Alarm.com’s services (“Services”) to you with certain hardware and other products, including video cameras (“Equipment”) that enable the Services. These Alarm.com Terms (Sections A1 through A14) are part of your agreement with the Dealer and contain, among other things, important warranty disclaimers (in Section A4) and limitations of liability (in Section A6) applicable to the Services and the Equipment. By signing your agreement with the Dealer, accessing the Alarm.com customer website or using any other part of the Services, you agree to be bound by these Alarm.com Terms. You agree that these Alarm.com Terms may be enforced by us directly.

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

A2. The Equipment contains 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 or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside Canada 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 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 over cellular service you understand and accept the limitations inherent in cellular technology and the consequences if the technology does not operate properly or as designed or promised. If your Services include video, video clips generated from cameras included in the Equipment are stored on our servers for a limited time depending upon the quantity of storage you have ordered. We have no control over and take no responsibility for the placement of cameras and their view. You agree to use the cameras and video 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 which may be adversely

impacted by lighting, Internet facilities and transmission quality, weather and other conditions beyond our control. We may disclose stored video clips in response to a subpoena or a government request or order.

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 THE SERVICES, ALL SERVICES, ALL EQUIPMENT AND ALL MATERIALS THAT ARE OR MAY BE PROVIDED BY ALARM.COM 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, 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 MATERIALS SHALL BE WITH YOU. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

A5. The prices 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. You agree that Alarm.com is not an insurer of your property or the personal safety of persons in or around your premises. If you feel that you need insurance, you should obtain it from a third party. You agree that (a) the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage; (b) it is difficult to determine in advance the value of the property that might be lost, stolen,

damaged, rendered inoperable, or destroyed if the Services, Materials, or Equipment fail to operate properly; and (c) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by Alarm.com's: (i) breach of these Alarm.com Terms, (ii) failure to perform, (iii) negligence (including gross negligence), or (iv) any failure of the Services, Materials or Equipment.

A6. YOU AGREE THAT ALARM.COM'S LIABILITY TO YOU FOR ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE LIMITED TO THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR YOUR USE OF THE SERVICES, AND THIS SHALL BE YOUR ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY IS USED TO DETERMINE THAT WE MAY BE LIABLE FOR THE HARM, DAMAGES, INJURY OR LOSS. YOU FURTHER AGREE THAT THE LIMITATION OF LIABILITY IN THIS SECTION A6 SHALL APPLY (a) EVEN IF IT IS DETERMINED THAT WE CAUSED THE HARM, DAMAGES, INJURY OR LOSS TO YOU OR SOMEONE IN OR AROUND YOUR PREMISES (INCLUDING EMPLOYEES, INVITEES AND LICENSEES) AND (b) TO ALL HARM, DAMAGES, INJURY OR LOSS INCURRED INCLUDING ACTUAL, DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH.

A7. If any of your employees, guests, relatives, invitees, licensees, 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 (a) a failure of the Services, Materials or Equipment, (b) Alarm.com's negligence (including gross negligence), (c) any other improper or careless activity of Alarm.com, or (d) a claim for indemnification or contribution, you will reimburse Alarm.com for (i) any amount which Alarm.com is required to pay by a court order or judgment or which we agree to pay in full and final settlement of the claim, and (ii) the amount of our reasonable lawyer's fees and disbursements (on a substantial indemnity basis) 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 A5, A6 and A7, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors and affiliates and assignees of Alarm.com, and those for whom at law Alarm.com is responsible, and (b) be binding on your heirs, executors, estate trustees, 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, MATERIALS OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU MORE THAN TWO (2) YEARS AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

A10. These Alarm.com Terms shall be governed by and construed in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein and each of the parties

hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

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 the enforceability or validity of the remaining portions of these Alarm.com Terms and such unenforceable or invalid provision or portion thereof shall be severed from the remainder of these 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. These Alarm.com Terms constitute the entire agreement between the parties with respect to all the matters herein and the execution of the Dealer Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto.

A.13 The parties hereto expressly agree that where these Alarm.com Terms conflict with or contradict the terms and conditions contained in the Dealer Agreement, these Alarm.com Terms shall govern and take priority.

A.14 In the event that you have Internet-based access to the Services or Equipment via the Alarm.com customer website or mobile phone application, then we specifically disclaim any and all liability for the security of that information or its currency. Any internet-based Services, including any software provided to you by us or the Dealer to enable you to have access to said Services or Equipment, are not guaranteed and are provided on an "as is" basis and we neither give nor make any representations, warranties or conditions of any kind, express or implied, including without limitation warranties as to uninterrupted or error free service, accessibility, privacy of files or electronic messages, security, merchantability, quality of fitness for a particular use or purpose and those arising by statute or otherwise, or from a course of dealing or usage of trade. Under no circumstances are we liable for any damage done to your information or Services or Equipment as a result of the Alarm.com customer web-site being hacked (i.e., unauthorized use or access by third parties as a result of a circumvention or breach of the website's security). In any event the maximum total liability of us for any claim whatsoever, under any circumstances, including claims for breach of contract, tort, negligence or otherwise, and your sole remedy, will be strictly limited to an award for direct, provable damages not to exceed the amount specified in A6 above.

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