

Alarm Monitoring Service Agreement

Acct # _____

Install Date/Time _____

Agreement made this _____ day of _____, 20____ (Effective Date) by and between Blue Ridge Cable Technologies, Inc. dba Blue Ridge Communications (Blue Ridge) and _____ (Subscriber).

1. EQUIPMENT PURCHASE AND INSTALLATION. Subscriber agrees to purchase and Blue Ridge agrees to furnish and install at the premises of Subscriber located at _____ an event monitoring system described as follows:

System Description:

Smart Home Secure which consists of: 1 Touch Screen (loaned), 3 window/door sensors, 1 motion sensor, 1 key fob, 1 router (loaned), 1 yard sign, and 2 window decals.

Smart Home Secure & Control which consists of: 1 Touch Screen (loaned), 3 window/door sensors, 1 motion sensor, 1 key fob, 1 indoor camera, 1 lamp module, 1 thermostat or 2nd key fob, 1 router (loaned), 1 yard sign, and 2 window decals.

Additional Purchased Equipment: _____

Sign & Stickers _____

By: _____

Subscribers Initials _____

Date: _____

IMPORTANT NOTE: Blue Ridge maintains ownership and title to any provided Touch Screen and Router (Loaned Equipment). If either is lost, stolen or damaged under any circumstances after it is provided until it is returned, regardless of fault, the Subscriber shall be responsible for all charges, including labor costs, to replace or repair the Leased Equipment. The Loaned Equipment is the property of Blue Ridge and is loaned for exclusive use of the Subscriber and may not be relocated from the Subscriber's address without consent of Blue Ridge. If the monitoring service associated with the Loaned Equipment is terminated for any reason by either party, Subscriber must immediately return the Loaned Equipment associated in an undamaged condition to Blue Ridge at the nearest Blue Ridge office. If the Loaned Equipment is not immediately returned upon termination, Subscriber will be assessed a charge of the manufacturers retail price of the Loaned Equipment plus collection costs.

2. TERM: The Initial Term of this Agreement shall be for a minimum of three (3) years commencing upon the Effective Date and terminating three (3) years from the Install Date written above. After the Initial Term, this agreement will automatically renew for 30 day periods unless terminated by either party.

3. EARLY TERMINATION FEE: If Subscriber terminates this agreement, including monitoring, Subscriber agrees to pay Blue Ridge an early termination fee of: \$350 if terminated within the first year; \$250 if terminated after the first year but before the 3rd year, or \$150 if terminated after the 2nd year but before the expiration of the Initial Term.

4. PAYMENT FOR SYSTEM AND INSTALLATION. The Subscriber agrees to pay to Blue Ridge a total purchase price, including installation, of \$ _____. Monitoring costs are listed in paragraph 6(a) which will be billed to subscriber after installation. In addition, subscriber must maintain Blue Ridge Broadband Internet service (5 Mbps or above) for the duration of this Agreement.

5. LIMITED WARRANTY – REPAIRS AND ADJUSTMENTS. For Purchased Equipment, Subscriber will receive the one year manufacturer's warranty as provided in the package with the Equipment. However, any warranty claims must be made through Blue Ridge. Thereafter, Subscriber shall be responsible for labor and material costs involved in any adjustment, repair or replacement. Blue Ridge will perform no inspections or preventive maintenance and Blue Ridge MAKES NO WARRANTY REGARDING ITS MAINTENANCE SERVICE. The parties' relationship regarding maintenance services is governed by all other appropriate parts of this Agreement including, specifically, Paragraphs 14, 15, 18 and 19. Blue Ridge will repair or replace, at its option, any Loaned Equipment which is defective or malfunctioning through no fault of Subscriber.

SUBSCRIBER INITIALS _____.

6. (a) MONITORING. Blue Ridge's professional Monitoring Contractor (Monitoring Contractor) shall monitor Subscriber's system twenty-four hours per day seven days per week. If a signal is received from the equipment, the Monitoring Contractor shall seek to create two-way voice communication by telephone with the "Responders" as designated on the Subscriber's personal information questionnaire. Monitoring and reasonable attempts to contact Responders by telephone are Monitoring Contractor's only obligations. Subscriber agrees to notify Blue Ridge of Subscriber's disposition with regard to any signal within twenty-four hours. In consideration of the monitoring, Subscriber shall pay to Blue Ridge a monthly monitoring charge of \$ _____, which will be payable monthly in advance and billed to Subscriber. After the Initial 3 year Term, Blue Ridge reserves the right to increase or decrease the annual monitoring charge.

(b) "LIMITATION OF TECHNOLOGY". Subscriber understands and agrees that the service rendered under this agreement relies on telephonic, wireless or broadband (internet) with a cellular backup. Inherent in this system is a failure when the subscriber's telephone, wireless or broadband (internet) has an interruption in service. In this event, the security system dependant on the subscriber's service will likewise be interrupted. The backup cellular service will only be an effective backup when subscriber has active cellular coverage available at subscriber's location. **Note: The backup cellular service utilizes the GSM network, e.g ATT. If your location is not covered by a GSM Cellular Network or the GSM Cellular Network is non-operational, you will not have Cellular backup.** Subscriber understands and agrees that Provider does not control or guarantee any telephone, cellular, wireless or broadband service. Subscriber also understands and agrees that broadband (internet) at subscriber's location may be wireless and is dependent on what is commonly called wireless local area network. Anytime subscriber's wireless local area network is non-operational, the broadband (internet) portion of the security system will likewise be non-operational. This acknowledgement applies to every term and condition of this agreement as if repeated in each term and conditions 1-19.

SUBSCRIBER INITIALS _____.

The reverse side of this Agreement contains important terms which are incorporated herein.

NOTE: This Agreement becomes binding on **Blue Ridge Cable Technologies, Inc.** only upon successful completion of the installation and testing of the System; activation of the monitoring service by the Monitoring Contractor and receipt by the Blue Ridge office of this agreement signed by the parties.

Intending to be legally bound:

Blue Ridge Cable Technologies, Inc.

Subscriber

Installation Representative Signature

Signature

Print Name

Print Name

- 7. (a) NO WARRANTY OR REPRESENTATION.** Other than stated in Paragraph 3 above Blue Ridge does not represent or warrant that the system may not be compromised or circumvented or that the system will prevent any personal injury, loss of life, or property loss or damage or that the system will in all cases provide the notification which is intended, and the Subscriber has not relied upon any such representation or warranty. The Subscriber acknowledges that any affirmation of fact or promise made by Blue Ridge or its agents, servants or employees, shall not be deemed to create an express warranty unless included in this Agreement in writing. Blue Ridge, ON BEHALF OF ITSELF AND ITS DIRECT AND INDIRECT SUPPLIERS, EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Blue Ridge AND ITS DIRECT AND INDIRECT SUPPLIERS MAKE NO REPRESENTATION THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.
- (b) ADDITIONAL EQUIPMENT DISCLAIMER.** Subscriber acknowledges that Blue Ridge representative has presented the availability of additional equipment, systems and protections which are available from Blue Ridge and others for additional charges, but Subscriber has decided not to request or contract for such additional equipment, systems or protections.
- 8. INFORMATION RELEASE AND MEDICAL AND/OR RELATED EXPENSES.** In the event of an alarm, Subscriber does hereby authorize Blue Ridge to seek to notify responders and obtain assistance. Subscriber further authorizes Blue Ridge and its subcontractors to release account information such as Subscriber's name, address, directions to location (if provided), and telephone number to emergency responders. Subscriber shall be obligated for and agrees to pay any and all costs and expenses whatsoever incurred as a result of such notifications.
- 9. CANCELLATION: YOU, THE SUBSCRIBER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THE DATE YOU SIGN THIS AGREEMENT. THE SUBSCRIBER ACKNOWLEDGES RECEIPT OF THE NOTICE OF CANCELLATION FORM, WHICH EXPLAINS THIS RIGHT.**
- 10. EMERGENCY DISPATCH SETUP.** Blue Ridge will input the information that Subscriber provides for the initial set up of the Emergency Dispatch Set up. Prior to the effective date of monitoring, Subscriber must review and confirm the accuracy of the set-up, e.g. the telephone number Subscriber has selected for first call in the event of an alarm. Subscriber is solely responsible for the maintenance and accuracy of any contact telephone numbers that they have provided, as they may change from time to time.
- 11. ANCILLARY EQUIPMENT AND CHARGES.** Blue Ridge is authorized to install or have installed an RJ31X or other communications equipment used in the operation of this system. The subscriber agrees to supply and pay any charges for 24-Hour 110-volt circuit as required to power the system and the appropriate communications services or other equipment deemed necessary by Blue Ridge. Blue Ridge shall not be responsible for any costs for parts and/or labor associated with adapting the Subscriber's communications system for use with the system.
- 12. TESTING AND PROTECTION OF THE SYSTEM.** It is solely the Subscriber's responsibility to test the operation of the equipment used in the operation of this system. Monitoring tests may normally be made without charge on weekdays between 5 p.m. and 11 p.m. with prior coordination with the system operators. The Subscriber agrees that no apparatus or device shall be attached or connected to the system and further agrees not to permit the system and equipment to be disturbed, removed or otherwise damaged.
- 13. DELAYS AND FAILURES.** Blue Ridge assumes no liability for delays in equipment installation, interruption of services due to strikes, riots, floods, fires, acts of God, mechanical or electrical equipment failures or any cause beyond the control of Blue Ridge. Blue Ridge may terminate this Agreement if it cannot maintain transmission privileges and shall not be liable for any damages or penalties as a result of such termination. Blue Ridge may also cancel this Agreement, without previous notice, in the event its Central Monitoring Station is destroyed or damaged by a catastrophe and it is impracticable to continue or restore service.
- 14. TERMINATION.** In the event Subscriber violates any part of this Agreement, including failure to pay monitoring charges or abandons or sublets the premises, Blue Ridge may terminate this Agreement upon giving (10) days written notice to Subscriber.
- 15. RELEASE FROM LIABILITY AND WAIVER OF SUBROGATION.** Subscriber hereby waives, releases, discharges and agrees to hold Blue Ridge, its directors, officers, employees, agents and assigns harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance whether said claim is made by Subscriber or by any other party claiming under or through Subscriber, including any insurer, by way of subrogation or otherwise.
- 16. INDEMNIFICATION FROM THIRD PARTY ACTION.** In the event any person not a party to this Agreement, including Subscriber's insurance company, shall make any claim or file any lawsuit against Blue Ridge, its officers, employees, agents or assigns ("Indemnities") for any reason whatsoever, including, but not limited to, the installation, maintenance, operation or non-operation of the system, Subscriber agrees to indemnify, defend and hold the Indemnities harmless to the maximum extent allowed by law from any and all claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees whether these claims and lawsuits are based on alleged intentional conduct, active or passive negligence or strict or product liability on the part of Blue Ridge, its officers, employees, agents or assigns.
- 17. FORCIBLE ENTRY.** Subscriber acknowledges consent for "Respondees" fire, law enforcement and emergency medical personnel contacted by Blue Ridge to enter the premises, with force, if necessary. Subscriber does hereby release Blue Ridge from any and all liability whatsoever as a result of said forcible entry.
- 18. LIMITATION OF COMPANY'S LIABILITY.** It is understood that Blue Ridge is not an insurer of person, life, limb or property and that insurance covering personal injury, life and property loss shall be obtained by the Subscriber, if so desired. Blue Ridge is being paid for installing and providing a system designed to provide notice of the occurrence of certain events. Blue Ridge and the Subscriber acknowledge that the amounts being charged by Blue Ridge are not sufficient to guarantee in any way that no loss or damage will occur and that Blue Ridge is not assuming responsibility for any personal injury, loss of life, or property loss or damage which may occur even if due to Blue Ridge's negligent performance or which may arise due to the faulty operation of the system, the failure of services or the failure to perform said services. Blue Ridge and Subscriber hereby agree that if, notwithstanding the above provisions, there should arise any liability whatsoever on the part of Blue Ridge, its directors, officers, employees, agents or assigns, it is agreed that such liability shall be limited to two hundred fifty dollars (\$250). This sum shall be complete and exclusive and shall be paid and received as an exclusive remedy and not as a penalty. In the event that the Subscriber wishes Blue Ridge to assume a greater liability, the Subscriber may obtain from Blue Ridge a higher limit by paying an additional amount proportioned to the increase of said potential liability, but such additional obligation shall in no way be interpreted to hold or constitute Blue Ridge as an insurer. Any request by the Subscriber for a higher limit shall be given to Blue Ridge in writing by certified mail, return receipt requested.
- 19. THIRD PARTY EQUIPMENT AND SERVICES - LIMITATIONS OF LIABILITY.** At its sole discretion, Blue Ridge may assign, subcontract, purchase or otherwise arrange for alarm equipment, monitoring services or other services called for under this Agreement to be provided by a third party. Subscriber agrees and acknowledges that such third-party provider or providers of alarm equipment, monitoring services or other services are not insurers. Subscriber also agrees the provisions for **RELEASE FROM LIABILITY AND WAIVER OF SUBROGATION, INDEMNIFICATION FROM THIRD PARTY ACTION and LIMITATION OF COMPANY'S LIABILITY in Paragraphs 12, 13 and 16 of this document** shall apply for the benefit of such third parties, their directors, officers, employees and agents as fully as if they had been specifically named herein in place of "Blue Ridge" throughout. **UNDER NO CIRCUMSTANCES WILL BLUE RIDGE'S DIRECT OR INDIRECT SUPPLIERS HAVE ANY LIABILITY TO SUBSCRIBER.**
- 20. ASSIGNMENT.** It is specifically agreed that the subscriber shall not be permitted to assign this Agreement without prior written consent of Blue Ridge and any assignment without such consent shall be without effect and shall be deemed a breach of this Agreement. Blue Ridge shall have the right to assign this Agreement to any other company engaged in a business similar to that of Blue Ridge and upon such assignment shall be relieved of any obligations created herein.
- 21. SOFTWARE RESTRICTIONS.** Subscriber agrees that it will not (i) decompile or reverse engineer the Converge software or take any other action to discover the source code or underlying ideas or algorithm of any components thereof (ii) copy the Licensed Software, (iii) post, publish or create derivative works based on the Licensed Software or (iv) remove any copyright notice, trade or service marks, brand names and the like from the Licensed Software, related documentation or packaging.
- 22. FULL AGREEMENT – SEVERABILITY.** This Agreement constitutes the full understanding by and between the parties hereto and may not be amended or modified except in writing and signed by both parties. If any provision or part of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as if such invalid or unenforceable provision had never appeared herein.