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1. **PAYMENTS; TERM; CONSUMER REPORT.** All charges are payable in advance. **The initial term of this Contract is three (3) years.** SYNAPTIC’s alarm monitoring and notification services will begin when the equipment is installed, operational and communicating with SYNAPTIC’s Customer Monitoring Center (“CMC”). **This Contract will automatically renew for successive thirty (30)-day terms unless terminated by either party at least thirty (30) days before the end of the current term. If terminated, this Contract ends on the last day of the then-current term. I may terminate my service by calling SYNAPTIC at 800.327.4348.** I authorize SYNAPTIC to obtain a non-investigative consumer report, commonly referred to as a credit check or credit report, about me from a consumer reporting agency at any time during the term.

2. **EARLY TERMINATION OF THIS CONTRACT.** I AGREE THAT THE CHARGES DUE UNDER THIS CONTRACT ARE BASED ON MY AGREEMENT TO RECEIVE AND PAY FOR THE SERVICES FOR THREE (3) FULL YEARS AND THAT SYNAPTIC HAS RELIED UPON MY AGREEMENT AND HAS INCURRED COSTS IN DECIDING TO ENTER INTO THIS CONTRACT. IF I CANCEL SERVICE OR OTHERWISE TERMINATE THIS CONTRACT DURING ITS INITIAL TERM, OR IF SYNAPTIC CANCELS THIS CONTRACT DURING ITS INITIAL TERM FOR A REASON SET FORTH IN PARAGRAPH 19(B) BELOW, I WILL PAY SYNAPTIC 75% OF THE TOTAL REMAINING MONTHLY CHARGES AS AN ALTERNATIVE TO ME HAVING TO PAY THE FULL REMAINING CHARGES. THIS AMOUNT IS A CONTRACT TERMINATION CHARGE AND IS NOT A PENALTY. THE AMOUNT IS PAYABLE IMMEDIATELY IN FULL. NO CONTRACT TERMINATION CHARGES ARE DUE IF I TERMINATE, OR IF SYNAPTIC CANCELS, DURING THE THIRTY (30)-DAY RENEWAL PERIOD(S).

3. **INCREASES IN CHARGES.** SYNAPTIC has the right to increase the annual service charge at any time after the first year. If I object in writing to the increase within thirty (30) days of receiving notice of the increase, and if SYNAPTIC does not waive the increase, then I may terminate this Contract effective thirty (30) days after SYNAPTIC’s receipt of my written notice of termination. In this situation, I will not have to pay the contract termination charges described in Paragraph 2 above.

4. **ADDITIONAL CHARGES AND OFFSET RIGHTS.** I agree to pay all construction/alarm use permit fees; all directly or indirectly imposed false alarm fines, fees or charges; all telephone or signal transmission company charges; and all other assessments, fees and charges related to the alarm system. I agree to pay a service charge if an SYNAPTIC representative responds to a service call or alarm at my premises because I improperly followed operating instructions; failed to properly lock or close a window, door or other protected point; or improperly adjusted CCTV cameras, monitors or accessories. If SYNAPTIC owes me money when this Contract ends, SYNAPTIC has the right to deduct from any refund owed me (A) service charges for thirty (30) days, if I fail to give the required written termination notice set forth in Paragraph 1 above; (B) any contract termination charges that I may owe as set forth in Paragraph 2 above; and (C) any other additional charges, amounts or deposits that I owe SYNAPTIC. If the amount of the deduction equals or exceeds the amount that SYNAPTIC owes me or if SYNAPTIC owes me a credit of five dollars (\$5.00) or less, SYNAPTIC will not be obligated to refund any amounts to me.

5. **LIMITATION OF LIABILITY.**

A. **INSURANCE; WAIVER OF SUBROGATION.** I AGREE THAT SYNAPTIC IS NOT AN INSURER AND THAT SYNAPTIC IS NOT PROVIDING ME WITH INSURANCE OF ANY TYPE. THE AMOUNTS I PAY SYNAPTIC ARE NOT INSURANCE PREMIUMS AND ARE NOT RELATED TO THE VALUE OF MY PROPERTY, ANYONE ELSE’S PROPERTY LOCATED IN MY PREMISES OR ANY RISK OF LOSS AT MY PREMISES. INSTEAD, THE AMOUNTS SYNAPTIC CHARGES ME ARE BASED SOLELY UPON THE VALUE OF THE EQUIPMENT AND SERVICES SYNAPTIC PROVIDES AND UPON THE LIMITED LIABILITY SYNAPTIC ASSUMES UNDER THIS CONTRACT. IF I WANT INSURANCE TO PROTECT AGAINST ANY RISK OF LOSS AT MY PREMISES, I WILL PURCHASE IT. IN THE EVENT OF ANY LOSS, DAMAGE OR INJURY, I WILL LOOK EXCLUSIVELY TO MY INSURER AND NOT TO SYNAPTIC TO COMPENSATE ME OR ANYONE ELSE. I RELEASE AND WAIVE FOR MYSELF AND MY INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER AGAINST SYNAPTIC ARISING AS A RESULT OF THE PAYMENT OF ANY CLAIM FOR LOSS, DAMAGE OR INJURY.

B. **NO GUARANTEE; NO LIABILITY.** SYNAPTIC’S EQUIPMENT AND SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT, INCLUDING, BUT NOT LIMITED TO, FIRES, FLOODS, BURGLARIES, ROBBERIES AND MEDICAL PROBLEMS. OTHER THAN THE LIMITED WARRANTY AND/OR QUALITY SERVICE PLAN SET FORTH IN PARAGRAPHS 9 AND 10 BELOW, SYNAPTIC MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE EQUIPMENT AND SERVICES PROVIDED WILL DETECT OR AVERT SUCH INCIDENTS OR THEIR CONSEQUENCES. SYNAPTIC DOES NOT UNDERTAKE ANY RISK THAT I OR MY PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH ME, NOT SYNAPTIC. I RELEASE, WAIVE, DISCHARGE AND PROMISE NOT TO SUE OR BRING ANY CLAIM OF ANY TYPE AGAINST SYNAPTIC FOR LOSS, DAMAGE OR INJURY RELATING IN ANY WAY TO THE EQUIPMENT OR SERVICES PROVIDED BY SYNAPTIC.

C. **EXCLUSIVE REMEDY.** IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, THAT MAY RESULT FROM A FAILURE BY SYNAPTIC TO PERFORM ANY OF ITS OBLIGATIONS. UNDER NO CIRCUMSTANCES WILL I ATTEMPT TO HOLD SYNAPTIC LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY. IF, NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH 5, SYNAPTIC IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SERVICES AND/OR EQUIPMENT PROVIDED BY SYNAPTIC, SYNAPTIC’S LIABILITY TO ME SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$500, WHICHEVER IS GREATER. THIS AGREED-UPON AMOUNT IS NOT A PENALTY. RATHER, IT IS MY SOLE REMEDY. UPON MY REQUEST, SYNAPTIC MAY AGREE TO ASSUME LIABILITY BEYOND WHAT IS PROVIDED FOR IN THIS PARAGRAPH 5 BY ATTACHING AN AMENDMENT TO THIS CONTRACT SETTING FORTH THE EXTENT OF SYNAPTIC’S LIABILITY AND THE ADDITIONAL CHARGES TO ME.

D. **APPLICATION.** THE PROVISIONS OF THIS PARAGRAPH 5 APPLY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO THE PERFORMANCE OR NONPERFORMANCE BY SYNAPTIC OF ITS OBLIGATIONS UNDER THIS CONTRACT OR FROM NEGLIGENCE (ACTIVE OR OTHERWISE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER THEORY OF LIABILITY OR ALLEGED FAULT ON THE PART OF SYNAPTIC, ITS AGENTS OR ITS EMPLOYEES.

E. **INDEMNITY.** IF ANY OTHER PERSON, INCLUDING MY SUBROGATING INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST SYNAPTIC IN ANY WAY RELATED TO THE EQUIPMENT OR SERVICES PROVIDED BY SYNAPTIC TO ME, I AGREE TO INDEMNIFY, DEFEND AND HOLD SYNAPTIC HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS’ FEES. MY DUTY TO DEFEND IS SEPARATE AND DISTINCT FROM MY DUTY TO INDEMNIFY AND HOLD HARMLESS AND ARISES UPON THE ASSERTION OF A CLAIM OR DEMAND AGAINST SYNAPTIC AND REGARDLESS WHETHER SYNAPTIC HAS BEEN FOUND LIABLE OR WHETHER SYNAPTIC HAS INCURRED ANY EXPENSE.

F. **TIME TO BRING CLAIM OR SUIT.** NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SYNAPTIC MORE THAN ONE (1) YEAR AFTER THE DATE OF THE INCIDENT THAT RESULTED IN THE LOSS, INJURY OR DAMAGE, OR THE SHORTEST DURATION PERMITTED UNDER APPLICABLE LAW IF GREATER THAN ONE (1) YEAR.

G. **BENEFIT TO OTHERS.** THE PROVISIONS OF THIS PARAGRAPH 5 SHALL APPLY TO AND BENEFIT SYNAPTIC AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, DEALERS, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT), AFFINITY MARKETERS AND OTHER PARTNERS.

6. **OTHER PARTY’S LIMITATION.** IF I PURCHASED EQUIPMENT OR SERVICES FROM SYNAPTIC THROUGH ANOTHER BUSINESS OR PERSON, OR FROM SYNAPTIC THROUGH A REFERRAL FROM ANOTHER BUSINESS OR PERSON, I AGREE THAT SUCH OTHER BUSINESS OR PERSON ACTS SOLELY AS AN INDEPENDENT CONTRACTOR AND HAS NO RESPONSIBILITY OR LIABILITY TO ME FOR THE PERFORMANCE OR NONPERFORMANCE OF THE EQUIPMENT OR SERVICES PROVIDED BY SYNAPTIC. I ALSO AGREE THAT ANY SUCH BUSINESS OR PERSON IS ENTITLED TO THE SAME RIGHTS AS SYNAPTIC UNDER THIS CONTRACT, INCLUDING PARAGRAPH 5.

7. **OWNERSHIP.** All equipment installed by SYNAPTIC pursuant to this Contract shall be owned by SYNAPTIC unless SYNAPTIC has agreed to give me ownership of the equipment in a separate written agreement. If there is existing, previously-installed equipment and it is my property, it shall remain my property. If any equipment is owned by SYNAPTIC, SYNAPTIC has the right upon termination of this Contract to remove, disable or abandon all or any of the equipment owned by SYNAPTIC. If any equipment is disabled or removed by SYNAPTIC, I understand that I will not be able to use the equipment for any purpose. I will provide SYNAPTIC access to SYNAPTIC-owned equipment for removal, and SYNAPTIC will have no obligation to repair or redecorate my premises after any such removal. I agree to pay any unpaid charges that I owe, even if SYNAPTIC removes SYNAPTIC-owned equipment. All SYNAPTIC yard signs and window stickers provided to me at any time will remain the property of SYNAPTIC and may be removed by SYNAPTIC. If applicable, SYNAPTIC will attempt to connect the existing, previously-installed alarm system to SYNAPTIC’s monitoring center. Prior to connection, SYNAPTIC has the right to inspect my system and my premises to determine eligibility for Extended Limited Warranty/ QSP coverage and may notify me of any required repair/replacement costs related to the existing alarm system, device(s) or connection. If I decline to pay such repair/replacement costs, SYNAPTIC is not obligated to connect to the existing alarm system and may terminate this Contract without liability to SYNAPTIC. If the existing alarm system is connected



to SYNAPTIC’s monitoring center, SYNAPTIC will have no liability for the maintenance, operation, non-operation, actuation, non-actuation or erroneous actuation of the existing alarm system, connection or device(s), and any repairs will be performed on a time and material basis by SYNAPTIC, subject to available parts, except for repairs/replacements covered by Extended Limited Warranty/QSP coverage if such coverage is provided under this Contract.

8. INSTALLATION. In order for SYNAPTIC to install and service the equipment listed on the second page of this Contract, I agree that: (A) I own the premises or have authority to authorize SYNAPTIC to install the alarm equipment at the premises; (B) I will make the premises available without interruption during SYNAPTIC’s normal working hours and will maintain the premises in a safe and sanitary condition suitable for work to be performed by SYNAPTIC’s representatives without jeopardizing their health or safety; (C) the installation will require drilling into various walls and other parts of the premises; (D) I will provide SYNAPTIC with 110 AC electrical outlets for power equipment in locations designated by SYNAPTIC; (E) I will make arrangements for lifting and replacing carpeting, if required

(G) SYNAPTIC will not be liable for property damage, personal injury, illness or other loss due to water intrusion, mold, fungi, wet or dry rot or bacteria that may result from the installation services; and (H) my premises complies with all applicable codes, regulations and laws and will continue to comply with all applicable codes, regulations and laws during the initial term and any renewal terms of this Contract.

9. LIMITED WARRANTY. During the first 90 days after installation, SYNAPTIC will repair or, at its option, replace any defective part of the alarm system, including wiring, and will make required mechanical adjustments, all at no charge to me. SYNAPTIC will use new or functionally operative parts for replacements. This limited warranty is for my benefit only and may not be enforced by any other person. This limited warranty gives me specific legal rights. The laws of the state where this Contract was signed may also give me additional rights. To order service, call 800.SYNAPTIC.ASAP (800.238.2727).

10. EXTENDED LIMITED WARRANTY/QUALITY SERVICE PLAN (QSP). If I purchase SYNAPTIC’s Extended Limited Warranty, which is called the Quality Service Plan or QSP, SYNAPTIC will repair or, at its option, replace any part of the alarm system installed by SYNAPTIC that requires repair or replacement due to ordinary wear and tear or malfunction, excluding batteries. SYNAPTIC will use new or functionally operative parts for replacements. If I require services excluded from the QSP (see Paragraph 11 below for exclusions), then SYNAPTIC will provide the services at its current labor rate for each service call. The QSP and the billing for it will commence on the date the alarm system is installed, operational and communicating with SYNAPTIC’s CMC and will continue for the term of this Contract. The QSP will automatically renew for successive thirty (30)-day terms at SYNAPTIC’s then-current QSP rate unless terminated by either party’s written notice at least thirty (30) days before the end of the then-current term. If I purchase the QSP after the initial system installation, the alarm system must be in good working condition at the time I purchase the QSP. To purchase the QSP, call 800.238.7085.

11. WARRANTY EXCLUSIONS. SYNAPTIC performs warranty services only during normal working hours. If I REQUEST SYNAPTIC TO PERFORM WARRANTY SERVICES OUTSIDE NORMAL WORKING HOURS, I WILL PAY FOR THE SERVICES AT SYNAPTIC’S THEN-CURRENT RATES FOR LABOR AND PARTS. THE LIMITED WARRANTY PROVIDED UNDER THIS CONTRACT AND, IF PURCHASED, THE QSP DO NOT APPLY IF SYNAPTIC DETERMINES UPON INSPECTION THAT ANY OF THE FOLLOWING CONDITIONS CAUSED THE NEED FOR SERVICE: (A) damage resulting from accidents, theft, Acts of God, natural disasters, labor disputes, war, terrorism, civil strife, electrical surge, alterations or misuse; (B) I fail to properly close or secure a door, window or other point protected by an alarm device; (C) I fail to properly follow the operating instructions; (D) trouble in a telephone line, use of non-traditional telephone line or service (including but not limited to DSL, ADSL, VoIP, digital phone, internet-based phone, cellular, radio, etc.) or due to interruption of power; (E) repairs needed to window foil, security screens, exterior mounted devices (except for outdoor cameras installed by SYNAPTIC) or PROM (Programmable Read Only Memory); (F) ordinary maintenance or wear and tear (not excluded from QSP); (G) alterations to my premises or failure of my premises to comply with any applicable codes, regulations or laws; or (H) alterations or damage to the alarm system caused by me or by a cause beyond SYNAPTIC’s control. SYNAPTIC will not perform warranty services on any device not installed by SYNAPTIC. Battery replacement is excluded from all warranties.

12. NO OTHER WARRANTIES. OTHER THAN THE LIMITED WARRANTY PROVIDED UNDER THIS CONTRACT AND, IF PURCHASED, THE QSP, I AGREE THAT SYNAPTIC MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES SYNAPTIC PERFORMS OR THE EQUIPMENT IT PROVIDES. MY EXCLUSIVE WARRANTY REMEDY IS SET FORTH IN PARAGRAPHS 9 AND 10 ABOVE. SOME STATES MAY NOT ALLOW THE PARTIES TO A CONTRACT TO LIMIT THE LENGTH OF AN IMPLIED WARRANTY. THE LAWS OF THE STATE WHERE THIS CONTRACT WAS SIGNED WILL DETERMINE WHETHER THESE LIMITATIONS AND EXCLUSIONS APPLY.

13. ALARM MONITORING AND NOTIFICATION SERVICE. If I purchase service that includes response by police, fire department, guard, medical emergency notification or two-way voice monitoring services and such an alarm is received at SYNAPTIC’s CMC, SYNAPTIC may, at its sole discretion, attempt to contact me and/ or anyone on my Emergency Contact List to confirm that the alarm is not false. If SYNAPTIC does not contact me and/or someone on my Emergency Contact List, or if SYNAPTIC questions the response it receives upon such contact, then (A) SYNAPTIC will attempt to notify the appropriate police department or fire department or, (B) if guard response service is provided and an alarm requires police response, SYNAPTIC will attempt to dispatch a representative to make an investigation of the exterior of the premises from his or her vehicle and, upon evidence of a crime, SYNAPTIC will attempt to notify the appropriate police department. If SYNAPTIC provides supervisory alarm or trouble alarm monitoring services (or if such services are actively programmed into the alarm system) and SYNAPTIC’s CMC receives an alarm, then SYNAPTIC may attempt to notify my premises and/or the representative I designate. SYNAPTIC may use an automated calling device to deliver such notification. If medical emergency notification services are provided, I agree that the very nature of such services, regardless of any delay, involves uncertainty, risk and possible serious injury, disability or death, for which I will not attempt to hold SYNAPTIC responsible or liable; that the equipment furnished for medical emergency notification services is not foolproof and may experience signal transmission failures or delays for any number of reasons; and that the actual time required for medical emergency providers to arrive at my premises and/or to transport any person requiring medical attention is unpredictable with many contributing factors, including telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors both within and outside of SYNAPTIC’s control. SYNAPTIC’s performance of, delay in performance of or failure to perform medical emergency notification services under the Contract are subject to and controlled by Paragraph 5 of this Contract. The person(s) identified on my Emergency Contact List are authorized to act on my behalf. I understand that the equipment SYNAPTIC provides may not operate with other companies’ alarm monitoring equipment and may prevent me from using such equipment in the event I terminate my services. I understand that local laws, ordinances or policies may restrict SYNAPTIC’s ability to provide the alarm monitoring and notification services described in this Contract and/or necessitate modified or additional services with additional charges to me. I understand that SYNAPTIC employs a number of industry-recognized measures to help reduce occurrences of false alarms. These measures include, but are not limited to, implementation of default settings on alarm panels and various procedures at SYNAPTIC’s CMC to determine when and how to respond, if at all, to certain alarm events. I consent to SYNAPTIC’s use of these measures and agree that the alarm system has not been designed, programmed or installed pursuant to any law, code or rule that may be applicable to my particular premises, including, but not limited to, any code provisions of the National Fire Protection Association or the International Residential Code. I understand that, upon receiving notification that an alarm signal has been received by SYNAPTIC, the police department, fire department or other responding authority may forcibly enter my premises. I understand that SYNAPTIC will never arrest or detain any person for any reason. I agree that the equipment installed by SYNAPTIC, including any outdoor camera, is not to be used to monitor activity in or near any swimming pool or other body of water and that I alone am responsible for supervising the well being of any person in or near any swimming pools or other bodies of water on the premises.

14. FAMILIARIZATION PERIOD. UNLESS I HAVE REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS CONTRACT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), I AGREE THAT, DURING A SEVEN (7)-DAY FAMILIARIZATION PERIOD, OR LONGER PERIOD IF REQUIRED BY LAW, THAT FOLLOWS COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO SYNAPTIC’S CMC (AND DURING ANY APPLICABLE EXTENSIONS), SYNAPTIC HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL FROM MY PREMISES. I ALSO AGREE THAT DURING SUCH PERIOD SYNAPTIC HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, ME OR MY DESIGNATED REPRESENTATIVE OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL SYNAPTIC RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY.

15. FAILURE TO PAY CHARGES OR HONOR CONTRACT. If I fail to make any payment when due or to honor any other term or condition of this Contract, SYNAPTIC may stop providing the alarm monitoring and notification services and repossess or disable the equipment without notice. I will grant SYNAPTIC access to my premises and allow it to repossess or disable the equipment. SYNAPTIC has no liability if it stops providing the alarm monitoring and notification services and repossesses or disables the equipment. SYNAPTIC is not required to redecorate or repair my premises as a result of repossessing or disabling the equipment. In addition to these remedies, SYNAPTIC does not waive, and retains the right to exercise, any other legal remedy, including the right to charge me a late fee for each month that a payment is not received and/or interest on the unpaid amount and the right to report me to one or more consumer reporting agencies if I become delinquent on my account (more than 90 days without a payment).

16. SMOKE AND CARBON MONOXIDE DETECTORS. IF THE ALARM SYSTEM INCLUDES SMOKE AND/OR CARBON MONOXIDE DETECTORS, I AGREE THAT: (A) THE NUMBER AND PLACEMENT OF SUCH DETECTORS MAY NOT FULFILL THE REQUIREMENTS OR RECOMMENDATIONS IN CODES, LAWS OR STANDARDS THAT APPLY IN MY JURISDICTION, INCLUDING THE CODE PROVISIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION AND THE INTERNATIONAL RESIDENTIAL CODE; (B) I HAVE SOLE RESPONSIBILITY FOR COMPLYING WITH ANY AND ALL CODES, LAWS AND STANDARDS THAT MAY APPLY TO THE INSTALLATION, PLACEMENT AND MAINTENANCE OF THE ALARM SYSTEM; AND (C) ANY SMOKE AND/OR CARBON MONOXIDE DETECTORS DESCRIBED IN THIS CONTRACT ARE SUPPLEMENTAL DEVICES ONLY AND ARE NOT INTENDED TO BE PART OF A PRIMARY FIRE ALARM OR CARBON MONOXIDE DETECTION SYSTEM. I understand that SYNAPTIC’s electrical smoke and carbon monoxide detectors, if installed in my premises, are designed to be connected to an electrical power source. THESE DETECTORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED WHEN: THE ELECTRICITY IS CUT OFF; THE BACK-UP BATTERY, IF INCLUDED AS PART OF THE SYSTEM, IS LOW OR DEAD; OR FIRE CUTS OFF THE ELECTRICITY BEFORE THE ALARM IS ACTIVATED, SOUNDS AND IS TRANSMITTED. Connecting these detectors to a separate dedicated electrical circuit may increase their reliability, but even dedicated circuits can fail. I understand that these detectors all have limited useful lives, after which time they will not function. It is my sole responsibility to monitor and replace all detectors before or at the end of their useful lives.

17. BATTERY-POWERED DEVICES. I understand that all battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed under this Contract are not connected to the electrical system of my premises and require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERIES ARE LOW OR DEAD. It is my sole responsibility to maintain and replace these batteries. SYNAPTIC recommends that I regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. SYNAPTIC also recommends that I carefully read and follow the owner’s manual, instructions and warnings for all equipment.



18. ALARM SYSTEM COMMUNICATION. I authorize SYNAPTIC to request service from a telephone, wireless or other communication carrier under this Contract (referred to as “Telephone Company”) to transmit signals between my alarm system and SYNAPTIC’s CMC. The Telephone Company’s liability is limited to the same extent as SYNAPTIC’s liability in Paragraph 5 of this Contract. SYNAPTIC will not receive alarm signals when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over my communication mode for any reason. If SYNAPTIC determines in its sole discretion that my communication mode is or later becomes non-compatible, or if I change to another communication mode that is not compatible, then SYNAPTIC requires that I use an alternate mode of communication acceptable to SYNAPTIC as the method to connect the alarm system to SYNAPTIC’s CMC. Transmission of fire alarm signals by means other than a traditional telephone line may not be in compliance with applicable fire alarm or other standards or codes, and it is solely my obligation to comply with such standards and codes. If the alarm system has a line-cut test the alarm system monthly, even though a successful test of the alarm system does not guarantee that SYNAPTIC will receive alarm signals from the system in the future.

19. CANCELLATION.

A. SYNAPTIC may, at any time, cancel this Contract at its option if: (1) SYNAPTIC’s CMC is destroyed or damaged so that it is impractical for SYNAPTIC to continue service; (2) SYNAPTIC cannot acquire or retain the transmission connections or authorization to transmit signals between my premises and its CMC or the applicable fire or police department or other agency, or between SYNAPTIC’s CMC and the applicable fire or police department or other agency; (3) I fail to follow SYNAPTIC’s recommendations to repair or replace any defective parts of the system not covered under the Limited Warranty or, if purchased, QSP; (4) I fail to follow SYNAPTIC’s operating instructions for the alarm system; or (5) SYNAPTIC determines that it is impractical to continue service due to the modification or alteration of my premises after installation. If SYNAPTIC cancels for any of the reasons stated immediately above, SYNAPTIC 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. Additionally, SYNAPTIC will not assess contract termination charges, if any, as described in Paragraph 2 above.

B. SYNAPTIC may cancel this Contract upon written notice to me if: (1) I fail to pay any monies when due under this Contract, (2) I change to a telephone/ communications service not suitable for alarm signal transmission or (3) I fail to comply with any other term or condition of this Contract. Upon receipt of written notice from SYNAPTIC, I will have ten (10) days to correct the deficiency. If I do not correct the deficiency in a timely manner, and SYNAPTIC does cancel this Contract, SYNAPTIC may assess contract termination charges, if any, as described in Paragraph 2 above.

20. ASSIGNMENT. I may not assign this Contract without prior written consent from SYNAPTIC. SYNAPTIC does have the right to assign this Contract or to subcontract any of its obligations under this Contract without my approval and without notice to me.

21. DELAYS. SYNAPTIC HAS NO RESPONSIBILITY OR LIABILITY TO ME OR ANY OTHER PERSON FOR DELAYS IN THE INSTALLATION OR REPAIR OF THE SYSTEM, REGARDLESS OF THE REASON. SYNAPTIC HAS NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF SERVICE OR ANY RESULTING CONSEQUENCES, WHETHER DUE TO STRIKE, RIOT, FLOOD, FIRE, TERRORISM, ACT OF GOD OR ANY OTHER CAUSE WITHIN OR BEYOND SYNAPTIC’S CONTROL. IF THERE ARE SERVICE INTERRUPTIONS, SYNAPTIC HAS NO OBLIGATION TO SUPPLY ME WITH SUBSTITUTE SERVICES.

22. ELECTRONIC MEDIA; PERSONAL INFORMATION. SYNAPTIC may scan, image or otherwise convert this Contract into an electronic format of any nature. A copy of this Contract produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. SYNAPTIC’s receipt by fax of the Contract signed by me legally binds me and such fax copy is legally equivalent to the original for any and all purposes, including litigation. The personal information about me and third parties that I provided to SYNAPTIC is true and complete. I will notify SYNAPTIC without delay of any change to this information. I consent to SYNAPTIC’s use of my personal information and that of third parties provided by me for the purpose of monitoring, setting up and administering my security services (including credit approval, invoicing, collecting and providing information on new equipment or services). I have obtained the consent of the third parties, whose personal information I provided to SYNAPTIC, to use such personal information for the administration of my account with SYNAPTIC and as provided in this Contract. SYNAPTIC may collect (including my consent to record my telephone conversations with SYNAPTIC’s representatives), use, disclose and transfer my personal information, and that of third parties provided by me, to SYNAPTIC’s parents, affiliates, subsidiaries and successor corporations, any subcontractor or assignee of this Contract or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs.

23. PRIVACY POLICY. SYNAPTIC maintains an online privacy policy at www.SYNAPTIC.com/privacy that is applicable to the terms, conditions and obligations of the parties to this Contract.

24. ENTIRE AGREEMENT. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. I AM NOT RELYING ON SYNAPTIC’S ADVICE OR ADVERTISEMENTS. SYNAPTIC IS NOT BOUND BY ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS 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 AN SYNAPTIC AUTHORIZED REPRESENTATIVE. THE TERMS AND CONDITIONS OF THIS CONTRACT SHALL CONTROL AND GOVERN EVEN IF THERE ARE OTHER DOCUMENTS WITH INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS. IF A COURT DETERMINES THAT ANY PROVISION OF THIS CONTRACT IS INVALID OR UNENFORCEABLE, THAT PROVISION SHALL BE DEEMED AMENDED AND ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW. EACH AND EVERY OTHER PROVISION OF THIS CONTRACT SHALL CONTINUE TO BE VALID AND ENFORCEABLE.

25. LICENSE INFORMATION: AL Complaints against licensees may be directed to the
TX B17944 -140 Heimer Rd. Ste. 100, San Antonio, TX 78232 - Texas Private Security Bureau, 5805 N. Lamar Blvd., Austin 78752;