



SERVICE AGREEMENT

THIS AGREEMENT is made and entered into on, 20_, between _____ ("*Dealer*"), and ("*Client*"). The parties agree as follows:

1. Services. Subject to the provisions of this Agreement, Dealer will provide remote monitoring and additional services (the "*Services*") for specific Client in-home electronic systems (the "*Systems*"), each as described in Schedule 1 to this Agreement. All such Services will be rendered in accordance with such policies as may be established by Dealer from time to time.
2. Premises. The Systems will be located at the address specified in Schedule 1 (the "*Premises*"). All Services rendered by Dealer hereunder are for Systems located at the Premises and/or at such other locations specifically agreed upon by Dealer and Client in writing. Dealer will not be liable for any failure to perform under this Agreement if the Systems are relocated without prior agreement. [To the extent that such activities are included in the description of Services in Schedule 1, Client agrees to allow agents and representatives of Dealer access to the Premises at all reasonable times to install, maintain, service, repair and/or replace the monitoring Appliance and/or components of the System.]
3. Monitoring Appliance; Internet Connectivity. Dealer's ability to perform certain of the Services is dependent upon installation and continued connection at the Premises of the remote monitoring appliance (the "*Appliance*") described in Schedule 1, which is available for [purchase/lease] from Dealer for the price specified on such Schedule. Dealer's ability to perform certain of the Services is also dependent on Client's maintenance of a reliable, timely, electronic connection to the Internet. Accordingly, Client will obtain, install, operate and maintain, at Client's expense, all necessary hardware, software, and telecommunications connections, services and equipment, compatible with and suitable to allow Dealer to monitor the Systems via the Internet.
4. Fees. [Within days following execution of this Agreement,] Client will pay Dealer the [non-refundable] fee specified in Schedule 1 in consideration of Dealer's performance of the Services during the initial period of performance specified in Paragraph 5 below. Any extension of the period of performance will be subject to Dealer's then-current fees for the Services, payable in advance. Client agrees to pay all Federal, State and local taxes, if any, which may now or hereafter be imposed or levied upon any charge, fee or other amount payable by Client hereunder. Dealer will have the right to delay the commencement of or suspend performance of Services under this Agreement immediately at any time if Client fails to make any payment when due. Client will be responsible for all of Dealer's costs of enforcing this Agreement including, but not limited to, court or arbitration costs, attorney's fees and costs of collection.
5. Term. Subject to other provisions of this Agreement, the initial period of performance of Services will be from _ through . [The period of performance will automatically extend for additional annual periods unless either party notifies the other of its intention not to renew upon written notice provided at least [thirty (30)] days prior to the expiration of the current annual period. **OR** Client may discontinue the Services upon notification to Dealer during regular office hours by phone, in person, or by certified letter.] Upon termination of Service, Client is responsible for any outstanding balances, including charges for the Appliance or other equipment furnished by Dealer. Any Appliance or other equipment rented or leased from Dealer remains the property of Dealer . Client authorizes Dealer, its representative or its agent to recover any such Appliance or other equipment from the Premises in the event Client fails to return the same.
6. Services and Expenses Not Covered by this Agreement.
 - Dealer is not responsible for programming any software used or required by the Systems unless such programming or software is specifically listed on Schedule 1. Software upgrades, revisions, and installation are not covered under this Agreement, nor is service for software that becomes corrupted by no intentional act of Dealer.
 - This Agreement does not cover or apply to, and Dealer will have no obligation or responsibility to provide Services for any equipment or components not specifically identified in the description of the System in Schedule 1, or for any inability to provide Services with respect to any Appliance or Systems or components thereof damaged due to (i) abuse, (ii) misuse, (iii) loss of electrical power or power fluctuation, (iv) work performed by non-Dealer personnel, (v) upgrades or modifications to the Appliance or Systems or components thereof made by non-Dealer personnel, or (vi) Acts of God.
 - This Agreement does not cover or apply to, and Dealer will have no obligation or responsibility for, services not designated as Services in Schedule 1 this Agreement.

- Unless otherwise specified in Schedule 1, this Agreement does not cover the repair of the Appliance, Systems or components of Systems or the replacement of the Appliance, Systems or components of Systems.

Any excluded services performed by Dealer at Client's request will be subject to payment of Dealer's then-current rates for such services.

Notice Regarding Monitoring and Consent to Monitoring. Customer understands and acknowledges that the services provided under this agreement require TDA to have knowledge of and limited access to internet and network devices in Customer's home or residence. By entering into this Agreement, Customer consents to TDA's limited access to customers internal network devices for the purpose of monitoring network security and stabilization of all project components. TDA warrants it is not and will not sell or otherwise transfer any of Customer's data accessed or disclosed as a result of TDA's limited monitoring and that no data obtained by TDA during the performance of services provided under this Agreement will be transferred outside of the care, custody and control of TDA.

7. Network Matters. Client acknowledges that Dealer's ability to perform the Services may be adversely affected by various conditions including, but not limited to, electrical interference, weather, acts of God or governmental authority, equipment failure, user error and the failure of any switch, router or other connecting telecommunications device, and that, therefore, Dealer cannot guarantee the performance of the Services at all times and under all circumstances.
8. Internet Issues. The Internet is not a secure method of transmission, and Dealer cannot guarantee that the Systems are secure from unauthorized, unknown, or unforeseeable security breaches, accesses, or attacks. Dealer's charges for the Services do not include insurance for these inherent risks. DEALER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED, THAT THE SERVICES PROVIDE ANY FORM OF REAL-TIME DETECTION OF ANY OR ALL OF THE FOREGOING.
9. Limited Warranty; Disclaimer. DEALER WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL, WORKMAN-LIKE MANNER. CLIENT'S SOLE REMEDY FOR BREACH OF THIS WARRANTY WILL BE RE-PERFORMANCE OF NONCONFORMING SERVICES OR REFUND OF THE APPLICABLE COMPENSATION PAID FOR THE SERVICES, AS DETERMINED IN DEALER'S SOLE DISCRETION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO ANY SERVICES FURNISHED OR PROVIDED TO CLIENT UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY

Client Initial: _____

PARTICULAR PURPOSE. ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED IN THIS AGREEMENT IS UNENFORCEABLE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DEALER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE TERMS AND CONDITIONS OF THIS AGREEMENT CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. NO EMPLOYEE, AGENT, REPRESENTATIVE OR AFFILIATE OF DEALER HAS AUTHORITY TO BIND DEALER TO ANY ORAL REPRESENTATIONS OR WARRANTY CONCERNING THE SERVICES.

10. Limitation Of Liability. DEALER WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR FOR ANY AMOUNTS THAT IN THE AGGREGATE ARE IN EXCESS OF THE CONSIDERATION PAID TO DEALER HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATIONS WILL NOT APPLY TO ANY CLAIMS FOR PERSONAL INJURY OR DEATH.
11. Additional Rights. CERTAIN STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR CERTAIN KINDS OF DAMAGES, SO THE EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY SET FORTH ABOVE MAY NOT APPLY TO CLIENT.
12. Miscellaneous.
 1. This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of without regard to its conflict of laws rules. Any disputes related to this Agreement will be exclusively litigated in the state or federal courts located in County, _____. The provisions of this Paragraph 12(A) will survive the termination of this Agreement.
 - A. If any provision of this Agreement will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby.
 - B. Dealer may contract with a third party to provide the Services described in this Agreement. Client may not assign or transfer its rights or obligations under this Agreement to any person or entity, in whole or in part, without Dealer's prior written consent.
 - C. All notices, requests, demands or other communications under this Agreement will be in writing, and will be deemed to have been duly given on the date of service if served personally on the party to whom notice is to

be given or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows: (i) If to Client, then ; and (ii) If to Dealer, then to , Attn: , _____ . Either party may change its address for purposes of this Paragraph 13(D) by giving the other party written notice of the new address in the manner set forth above.

- A. This Agreement and the Schedule(s) attached hereto constitutes a binding legal agreement between Client and Dealer and represents the entire understanding between Client and Dealer with regard to the Services.

IN WITNESS WHEREOF, this Services Agreement is executed by the parties hereto as of the date indicated below.

Client Initial: _____

[DEALER NAME] [CLIENT NAME]

By: By: _____

Name: Name: _____

Date: Date: _____

Client Initial: _____

SCHEDULE 1

[Insert description of System (the "Covered Equipment") and any covered software] [Insert Premises address]
[Insert description of monitoring Appliance and/or additional equipment and purchase or rental fee(s)] [Insert description of Services, including monitoring service, and associated annual fee(s)]
Scope of Service. Dealer shall provide the following Services on the System described above:

EXAMPLE ONE:

Preventive Maintenance Service. On a bi-annual basis, at such times as are mutually scheduled by Dealer and Client, Dealer shall provide preventive maintenance, as hereinafter defined, on the Covered Equipment.

- General. Client is entitled to [two (2)] preventive maintenance visits per year during the term of the Agreement. Preventive maintenance will consist of a one day visit in which Dealer's technician (i) will perform maintenance service in accordance with the "Preventive Maintenance Specifications Sheet Schedule" attached hereto and incorporated herein by this reference, and (ii) upon completion of maintenance, will review such Service with Client/Client's representative and provide Client/Client's representative a check list of the work performed.
- Home Preparations. Additionally, Dealer agrees to perform and check the functionality of the Covered Equipment. This "Home Preparation" must be scheduled with Dealer at least two (2) weeks in advance of the anticipated visit. Client is entitled to two (2) Home Preparations per year during the term of the Agreement. Additional Home Preparations beyond the scope of the Agreement will be billed at Dealer's then-current rate.
- Applicable Equipment. Preventive maintenance will be performed to the stationary Equipment and does not include service to any portable equipment or equipment not listed as "Covered Equipment above."
- "Preventive Maintenance" Defined. Preventive maintenance is defined as inspection, testing, check-out, adjustment, cleaning, video projector convergence, and manufacturers' maintenance procedures, all on the applicable Equipment, to ensure that Client's Equipment operates at a level that meets the manufacturers' specifications.
- "Preventative Maintenance Specifications". All such preventative maintenance service shall be in accordance with the "Preventative Maintenance Specifications Sheet Schedule" attached to the Agreement.
- Manufacturer's Specifications if No Others Specified. If there are no maintenance specifications on the "Preventative Maintenance Specifications Sheet Schedule" for a piece of Equipment designated on the "Covered Equipment" list above, then such maintenance service shall be in accordance with the maintenance recommended by the manufacturer of such piece of Equipment.

Client Initial: _____

- Time and Materials ("T&M") Charge for Additional Service Beyond Preventive Maintenance and Home Preparation. If during the rendering of preventive maintenance or Home Preparation, Dealer discovers or determines that there are current or potential problems with the Equipment that require service (hereinafter referred to as "T&M") beyond the scope of the preventive maintenance specifications for such Equipment, then Dealer personnel shall prepare a written

work order requesting Client to authorize such T&M and all necessary labor, materials and replacement parts for the applicable Equipment. Client shall pay for all such T&M based on (i) Dealer's then-current hourly rate for such T&M, and (ii) Dealer's then-current charges for any materials and replacement parts provided as part of such T&M.

EXAMPLE TWO:

On-Site Service with 24 Hour Response. Within twenty-four (24) hours after Dealer receives a request for repair Service ("Repair Service") from Client, Dealer shall provide Repair Service on the Equipment of Client designated for such Service on the "Covered Equipment" list above. Further, the following shall apply:

- Initial Telephone Response to Service Request. Upon the receipt by Dealer of a call from Client requesting Repair Service on an item of Equipment, Dealer shall initially (i) provide telephone support to Client, and (ii) attempt to provide assistance to Client over the telephone during normal business hours (i.e., Monday through Friday, 8:00 a.m. to 6:00 p.m.
- Response Time for Additional Support. Upon the receipt by Dealer of a call from Client requesting Repair Service on an item of Equipment, and the determination by Dealer that adequate support cannot be provided over the telephone, a Dealer technician shall arrive at the applicable location of Client, during normal business hours (i.e., Monday through Friday, 8:00 a.m. to 6:00 p.m.) within the twenty-four (24) hours of receipt by Dealer of Client's telephone call requesting Repair Service. No Repair Service shall be performed after normal business hours, and Dealer shall not be obligated to render any Repair Service except during normal business hours, unless Client first agrees in writing to pay Dealer's then-current hourly rate for after-hours support, if applicable, for work outside normal business hours.
- Service and Charges. Upon arrival at Client's location, and evaluation of the applicable Equipment, Dealer personnel shall prepare a written work order requesting Client to authorize such Repair Service and all such necessary Service, materials, and replacement parts for the applicable Equipment. Dealer shall perform such Repair Service in a commercially reasonable time period. Client shall pay for all such Repair Service based on (i) Dealer's then-current hourly rate, as set forth on the "Rate Schedule" attached to the Agreement, for such Repair Service, and (ii) Dealer's then-current charges for any materials and replacement parts provided as part of such Repair Service.
- Monthly Limit on Calls. Notwithstanding anything contained herein to the contrary, on a monthly basis, Client shall not be entitled to more than twenty (20) service calls in any one month during the term of this Agreement. Additional calls and service shall be at Dealer's then current rates, and such rates may be in excess of those listed on the "Rate Schedule".
- Priority Natural Disaster Service. In the event of a natural disaster, Dealer will attempt to schedule a service call by a technician to assess and repair any damage. The order of priority is determined based on the Effective Date. The technician will assess all equipment listed on "Covered Equipment" list.

Client Initial: _____
Client Initial: _____

- Reasonable Time. Dealer will begin to schedule technicians after the natural disaster has passed and it is determined to be safe to do so. This determination is at the sole discretion of Dealer. service calls in any one month during the term of this Agreement. Additional calls and service shall be at Dealer's then current rates, and such rates may be in excess of those listed on the "Rate Schedule".