



Monitoring Packet

Security by Defining Systems Inc.

In this packet you will receive the Alarm Monitoring Agreement, Emergency Contact List, and info regarding Alarm Permits. If you have any questions regarding any of the information in this packet please email our Account Manager Shawn Itow at shawn@definingsystems.com

MONITORING AGREEMENT

This Monitoring Agreement is entered into on _____, 20____, by and between _____ (“you,” “your”) and Defining Systems Inc., a California corporation (“we,” “us,” “our”).

YOUR INFORMATION

YOU / Contact Person: _____

Premises Address: _____

Billing Address: _____

Phone: _____ Cell Phone: _____ Email: _____

1. **Term.** The original term of this Agreement is one year. After the original term, this Agreement automatically renews for successive one-year periods unless either party notifies the other in writing of its intent to terminate this Agreement. Notice must be given no less than 30 days prior to the expiration of the original or renewal period.

_____ Your Initials

2. **Central Station Monitoring Services.** You chose the monitoring service, and agree that the service meets your needs. **Additional, different, or higher levels of protection and service were discussed with you and are available from us at an additional cost.** Upon connection or activation of your alarm system (“System”), we shall thoroughly instruct you in the proper use of the System. The signals from the System at the Premises are monitored at our central monitoring station or an independent central monitoring station (“Central Station”) that we select. We shall install, cause to be installed, or program, whether in person or remotely, a communicator at your Premises to transmit alarm signals from your System to our Central Station. When this Agreement expires or is terminated, you will immediately allow us to remove or deactivate, whether remotely or otherwise, the communicator. **You are responsible for monitoring fees until the communicator is deprogrammed.** We are not obligated to restore the Premises to its original condition or to redecorate the Premises if the System is removed for any reason.

We may program the System remotely, and you will allow us access to do so. If your law-enforcement agency requires or later requires visual or other verification procedures of an emergency before responding to a System signal, you must comply with the requirement and subscribe for that service if provided by us. We may charge an additional fee for that service. Our yard signs and window stickers remain our property at all times and may be removed by us.

You have thoroughly discussed with us the availability of cellular or radio back-up transmission of alarm signals from the System to the Central Station, and that these services are available at an additional cost. You do not want back-up transmission of alarm signals and understand that if your transmission service is interrupted or disconnected, no signal will be sent to the Central Station, and law enforcement or the fire department will not be called.

_____ Your Initials

3. **Services and Payment.** We will provide the following services and you will pay us as follows:

- | | |
|--|---------|
| <input type="radio"/> Basic Monitoring Services: | \$32.00 |
| <input type="radio"/> DNS Service: | \$_____ |
| <input type="radio"/> Text & Email Notifications: | \$_____ |
| <input type="radio"/> Cellular Communications: | \$_____ |
| <input type="radio"/> Other Service: _____ | \$_____ |

TOTAL AMOUNT FOR ORIGINAL TERM: \$_____

Payment Will Process Monthly (Credit Card or Account Debit only) – \$_____

You must pay the prorated fees for the month in which monitoring services begin. Payments are payable in advance, on the first day of the month, commencing on the date set forth above. Your payments shown above do not include any applicable tax. You must pay the tax in addition to your monthly payments if any taxes are due. **No finance charge or cost of credit is associated with this Agreement.**

4. **Service Option.** We will service or repair your System for an additional \$ _____ per month (“Service Option”). See Paragraph 11 for an explanation of our Service Option.

SERVICE OPTION SELECTED

_____ Your Initials

SERVICE OPTION DECLINED

5. **LIMITATION OF LIABILITY. WE AND OUR DIVISIONS OR AFFILIATES ARE NOT INSURERS OF YOUR PROPERTY OR THE PERSONAL SAFETY OF ANYONE ON YOUR PREMISES. YOU MUST OBTAIN ALL PROPERTY, LIFE, HEALTH, OR DISABILITY INSURANCE. THE PAYMENTS REQUIRED ARE BASED SOLELY UPON THE VALUE OF THE SYSTEM OR SERVICE, AND NOT ON THE VALUE OF YOUR PROPERTY OR THE PROPERTY OF OTHERS LOCATED IN OR ON YOUR PREMISES. WE MAKE NO GUARANTEE OR WARRANTY, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SERVICE WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICES IS DESIGNED TO DETECT OR AVERT. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE IN ADVANCE (1) THE VALUE OF YOUR PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PREMISES, WHICH MAY BE LOST, STOLEN, OR DAMAGED IF THE SYSTEM OR SERVICE DOES NOT OPERATE PROPERLY; (2) THE RESPONSE TIME OF THE CENTRAL STATION, LAW-ENFORCEMENT AGENCY, FIRE DEPARTMENT, PARAMEDIC UNIT, OR GUARD SERVICE, IF ANY; (3) WHAT PORTION, IF ANY, OF A LOSS, DAMAGE, PERSONAL INJURY, OR DEATH WOULD BE PROXIMATELY CAUSED BY OUR FAILURE TO PERFORM OR OUR ACTIVE OR PASSIVE NEGLIGENCE; OR (4) WHETHER A VIDEO OR ACCESS CONTROL SYSTEM WOULD DETECT OR PREVENT UNAUTHORIZED INTRUSIONS OR ACTIVITIES.**

IF WE OR OUR AGENTS OR EMPLOYEES ARE FOUND LIABLE FOR LOSS, DAMAGE, OR INJURY OF ANY KIND WHATSOEVER FROM OUR FAILURE TO PERFORM ANY OF OUR OBLIGATIONS UNDER THIS AGREEMENT, FAILURE OF THE SYSTEM, EQUIPMENT, OR SERVICE IN ANY MANNER, BREACH OF WARRANTY, OR OUR ACTIVE OR PASSIVE NEGLIGENCE, THEN OUR LIABILITY IS LIMITED TO A SUM EQUAL TO THE ANNUAL MONITORING FEES AT THE TIME LIABILITY IS FIXED OR \$750, WHICHEVER IS GREATER. THIS IS NOT A PENALTY. THIS IS YOUR ONLY REMEDY REGARDLESS OF THE LEGAL THEORY USED TO FIND THE CENTRAL STATION OR US LIABLE.

YOU MAY OBTAIN A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL CHARGE. IF YOU ELECT THIS OPTION, A RIDER WILL BE ATTACHED TO THIS AGREEMENT STATING THE TERMS, CONDITIONS, AND AMOUNT OF THE LIMITED LIABILITY AND THE ADDITIONAL CHARGE. WE ARE NOT AN INSURER EVEN IF A RIDER IS PROVIDED TO YOU.

ACCEPTANCE

The prices, specifications, and conditions in this Agreement are satisfactory. You understand, approve, and accept this Agreement, in particular Paragraphs 5, 16, and 19, which set forth our maximum liability if there is any loss or damage to you or any third party. You understand that you may obtain a higher liability limit by paying an additional charge. You received a completed copy of this Agreement and, for our residential customers, two copies of the Notice of Right to Cancel. **You were advised that there are additional, different, or higher levels of protection and service available. The services provided are based upon your specific request, approval, and cost considerations, for which you must hold us harmless.**

YOU	DEFINING SYSTEMS INC.
Dated: _____ Print Your Name / Title	Dated: _____ Authorized Company Representative
Your Signature: _____	Salesperson Name and No.: _____

THIS AGREEMENT IS NOT BINDING UPON US UNLESS WE EITHER (1) APPROVE IT IN WRITING BY AN AUTHORIZED COMPANY REPRESENTATIVE, OR (2) START MONITORING. OUR SOLE LIABILITY IS TO REFUND TO YOU THE AMOUNT PAID TO US UPON THE SIGNING OF THE AGREEMENT IF WE DO NOT APPROVE THE AGREEMENT.

6. Response to Signals.

- A. Intrusion Signals.** When we receive an intrusion signal from your System, we will, without warranty, make every reasonable effort to reach you or someone at the Premises who is on your Call List (see Paragraph 14) and can verify whether an alarm is false unless otherwise instructed by you in writing. A second call attempt is made to the next person on your Call List if we are unable to reach you or someone at the Premises. We will call the specified telephone number(s) you have supplied to us in writing. If we are unable to reach the first two people on your Call List or if we in our sole discretion question a response we have received, we will, without warranty, notify law enforcement unless directed otherwise in writing by you.
- B. Duress or Panic Signals.** We will, without warranty, call emergency personnel upon receipt of duress or panic signals, and if requested in writing by you, notify you or your designated representative by calling the specified telephone number(s) you supplied to us in writing.
- C. Medical Emergency Signals.** We will, without warranty, make every reasonable effort to reach you or someone at the Premises who is on your Call List and can verify whether an emergency exists. If we are unable to reach the people on your Call List, we will, without warranty, notify emergency personnel unless directed otherwise in writing by you. **Two-way voice communication is not provided and you will need a telephone to talk with someone if you push the medical button on your alarm keypad, your pendant, or your bracelet.** The alarm siren will not sound when the medical button is activated.
- D. Fire Signals.** We will, without warranty, notify emergency personnel upon receipt of fire alarms and, if requested in writing by you, notify you or your designated representative by calling the specified telephone number(s) on your Call List. Trouble or supervisory signals from your fire system are sent to your designated representative.
- E. Text and Email Notifications.** If you selected Text and Email Notifications, you may receive customized email and text message alerts about System signals on your computer, smartphone, or other mobile device as well. You understand that we have no control over these devices, or your Internet or email access.
- F. Permits; Consent.** Certain law-enforcement or emergency agencies will not respond to an alarm signal unless you have a valid alarm user permit, which you must keep current and renewed as required. See Paragraph 13 for more information regarding alarm permits. You consent to the recording of all telephone calls with the Monitoring Station. **You understand that law enforcement, the fire department, or other responding authority may forcibly enter the Premises when they are told that we received a carbon monoxide or fire signal from your Premises.**

7. **FAMILIARIZATION PERIOD. DURING A SEVEN-DAY PERIOD (OR ANY PERIOD REQUIRED BY LAW) FOLLOWING COMPLETION OF INSTALLATION AND CONNECTION TO THE CENTRAL STATION (AND DURING ANY APPLICABLE EXTENSIONS), WE HAVE NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL FROM YOUR PREMISES THAT IS RECEIVED BY OUR CENTRAL STATION UNLESS YOU HAVE REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE REQUIRED BY LAW) BY INITIALING THIS PARAGRAPH. DURING THIS PERIOD, WE HAVE NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY PUBLIC AUTHORITIES, YOU, OR YOUR DESIGNATED REPRESENTATIVE, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL WE RECEIVE, EVEN IF AN ACTUAL EMERGENCY EXISTS.**

_____ Your Initials

8. **DISCLAIMER OF WARRANTIES; LIABILITY; CONSEQUENTIAL DAMAGES. OUR OBLIGATION TO PROVIDE THE SYSTEM OR ANY OTHER SERVICES ARISES SOLELY OUT OF THIS AGREEMENT AND NOT THROUGH ANY OTHER MEANS. WE DO NOT REPRESENT OR WARRANT THAT THE SYSTEM OR SERVICE MAY NOT BE COMPROMISED OR BY-PASSED; WILL DETER OR PREVENT ALL BURGLARIES, HOLD-UPS, FIRES, SMOKE OR WATER DAMAGE, OR OTHERWISE; OR THAT IT WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT WAS INSTALLED OR INTENDED. WE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. YOU DID NOT RELY ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED. ANY AFFIRMATION OF FACT OR PROMISE DOES NOT CREATE AN EXPRESS WARRANTY. IF WE OR THE CENTRAL STATION WERE TO HAVE ANY LIABILITY GREATER THAN THAT AGREED TO BY YOU IN PARAGRAPHS 5, 16, AND 19 OF THIS AGREEMENT, WE COULD NOT AND WOULD NOT PROVIDE THE SYSTEM OR SERVICE. THE WARRANTY PROVIDED IN THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE-TO-STATE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

9. **Alarm Signal Transmission Methods.**

- A. **Telephone Lines.** You must pay all charges made by the telephone company or other utilities for installation or activation of service connections, telephone jacks, leasing, and service charges of telephone lines connecting your Premises to our Central Station. All charges for the installation and continuity of telephone service connections for the System are your sole responsibility. **Activation of the System will interrupt and disconnect any telephone call in progress. You will be unable to use that line for 911 or any other emergency service. For these reasons, we recommend a dedicated telephone line for your System. If your telephone service is out of order, disconnected, placed on vacation, or otherwise interrupted, signals from your System will not be received by our Central Station during any interruption in telephone service. Interruptions will not be known to our Central Station or us, and the authorities will not be called.** You must pay us for any costs incurred to reprogram the digital communicator to conform to telephone company-initiated changes in dialing procedures or area codes. Costs are based on our then current standard service call charge.
- B. **Cellular or Radio Transmission.** If cellular or radio service is used as your primary or secondary transmission method, the System's communicator is connected to a cellular or radio network. The use of radio frequencies is controlled by the Federal Communications Commission ("FCC"), and changes in FCC rules, regulations, and policies may necessitate discontinuing transmissions. You must pay all monthly service charges connecting your Premises to our Central Station. **Radio or cellular transmissions are subject to environmental conditions, including power failures that are totally beyond our control.**
- C. **Internet Transmission.** Using DSL, BPL, Voice over Internet Protocol ("VoIP"), or other Internet-based service may interfere with the signals sent by the System to the Central Station. Signal transmission using these services can be sporadic. These services will not work without electrical power, and may interfere with your ability to call 911 or interfere with the telephone line-seizure feature of the System. You must immediately test your System after installation of any of these services to make sure that the System is operational and properly transmitting signals. **Cellular or radio back-up is highly recommended if Internet services are used.**

10. **False Alarms.** If you cause an excessive number of false alarms through carelessness, or malicious or accidental use of the System, or if you in any manner misuse or abuse the System, your conduct is a material breach of contract. We may at our

option, in addition to all other legal remedies, terminate this Agreement after giving you ten-days written notice. You must immediately reimburse us for payment of any false alarm fine, penalty, or fee. You are solely responsible for all false alarm amounts, whether assessed against you or us. You must reimburse us for any charges from a private guard service in response to a false alarm from your Premises.

11. Repair Services.

- A. Call us at the number above to request service or repair.** We will, upon your request, provide ordinary service and repair of the components or equipment installed by us and which are located on your Premises as set forth below.
- B. If you selected the Service Option,** our service or repair includes all parts and labor for repairs necessitated by ordinary wear and tear, **excluding equipment not installed by us, batteries, security screens, hard drives, storage media, access control cards, or other disposable items.** You must pay for the excluded items at our then prevailing rates. Your monthly service charge does not cover any malfunction or damage caused by accident, misuse, acts of God, birds, rodents, or other animals, or installation by anyone other than us. Service and repair of this nature is provided on a time and materials basis at our then current rates for parts and labor. This Service Option is terminated immediately, and is of no force, if anyone other than our authorized company representative attempts the service or repair of any portion of the System. We are not obligated to replace obsolete equipment under the Service Option.
- C. If you did not select the Service Option,** our after-warranty service or repair is provided on a time and materials basis at our then current rates for parts and labor, as well as service call fees. A Trip Charge and a One Hour Minimum will be applied to any service call. **Payment must be made upon completion of our work.**
- D. Replacement Parts.** We may substitute materials of equal quality at time of replacement and may install reconditioned used parts. If the repair costs exceed the replacement cost, we may replace the defective equipment with new or refurbished equipment substantially equivalent to or with comparable features as the existing equipment, if available. The replacement equipment may have a higher or lower selling price than the original equipment you have.
- E. Service Hours; Limit.** Service is usually performed as soon as reasonably possible. Service or repair is provided Monday through Friday, excluding holidays, between the hours of 8:00 a.m. and 6:00 p.m. Emergency service is available at all other times at our premium labor rate. We may program, alter, or repair the System remotely, and you will allow us access to do so. We are not responsible for loss or damage while the System is under repair or is awaiting parts. Any repair, service, replacement, or addition of equipment by us after the initial installation or programming of the System, whether covered by the Limited Warranty or otherwise, is governed by this Agreement, in particular Paragraphs 5, 16, and 19, which limit our liability.

- 12. Interruption, Suspension, or Cancellation of Service.** We are not liable for interruption or delay of service due to strikes, riots, floods, storms, earthquakes, fire, power failures, war, declared or undeclared, terrorism, insurrection, interruption or unavailability of telephone, cellular, cable, radio, Internet, or other transmission services, acts of God, or for any other cause beyond our control. We are not required to supply monitoring or repair services to you while any of these causes exist. If services are suspended for these reasons, you must continue to pay under the terms of this Agreement. This Agreement is suspended without notice if the Central Station or your Premises or equipment are destroyed by fire or other catastrophe, are so substantially damaged that it is impractical to continue service, or if the Central Station or we are unable to render service.

13. Your Duties as to Use of System; Battery and Device Replacement; Monitoring or System Permits.

- A.** You or others using the System must carefully and properly set the System immediately prior to the securing of the Premises. You must properly test the System weekly during the term of this Agreement. You must notify us immediately if the System does not operate properly or if there is a power failure or other interruption at your Premises.
- B. If your System uses wireless battery-operated devices, you must replace the batteries when the System emits a low-battery signal or at least every two years. You may also call us. We will replace the batteries at your expense at our then existing labor rates and service call fees, plus parts. The System will not function properly if you fail to replace the batteries.**
- C. If you have smoke detectors, you must replace them at least every ten years.**
- D.** You must immediately notify us of any changes to the Premises, telephone service, or to any fixtures, furniture, or equipment.
- E.** You must provide 24-hour electrical service and electrical outlets for the System.

- F. Monitoring may be subject to permit fees. Obtaining and maintaining a permit, if required, is your sole responsibility. You are solely responsible for paying for all monitoring, alarm, or system permits, licenses, or fees imposed by authorities having jurisdiction necessary for the use and operation of the System, and all other charges or fees imposed. You are solely responsible for determining whether the city, county, or governmental subdivision in which the Premises are located has or may later have statutes or ordinances requiring that you obtain and maintain a license or permit for the System.
 - G. Certain law-enforcement agencies will not respond to an alarm signal unless you have a valid alarm-user permit or license, which must be kept current and active as required. We must know your permit number in order to request an emergency response. **We may not be able to notify a law-enforcement agency or fire department in response to any alarm until you obtain, at your expense, all necessary permits or licenses, and provide us with the license or permit number.**
 - H. Certain wireless or interactive services require a compatible computer, cell phone, or other device with Internet and e-mail access. Not all devices will work with these services. Cellular data providers may charge additional fees for accessing the System on wireless devices. These charges are your sole responsibility.
 - I. **You must provide the proper environment for the System as reasonably requested. You will provide adequate lighting for any video system, and otherwise provide the proper environment for the System as reasonably requested.**
 - J. You must indemnify and defend us from any claim made by another alarm company regarding its contract with you.
- 14. Authorized Call List; Personnel.** You will immediately give us a written list of names, relationship, titles, and telephone, cell, and pager numbers of all persons to be notified if there is an alarm and the order in which these persons are to be called ("Call List"). You will also give us and keep current a written list of the names, titles, and residence phone numbers of all persons authorized to enter or remain on the Premises ("Personnel List"). For commercial systems, you must give us a daily and holiday opening and closing schedules and all other information that we may require. All changes to your Call List or Personnel List must be supplied to us in writing only and become effective only upon our acknowledgment of receipt of the changes. You are solely responsible for creating and updating your profile on Total Connect if you choose that service.
- 15. Change in Ownership of Premises.** Moving from your Premises does not relieve you of your duties under this Agreement.
- 16. Assignment; Rights of Subcontractors.** We may assign this Agreement, or extensions or renewals of the Agreement, to any person or entity without notice to you. You must not assign or transfer this Agreement without our prior written consent. We may subcontract any of the work to be performed under this Agreement, including monitoring, without notice to you. This Agreement, especially Paragraphs 5 and 19, protects the Central Station or our other subcontractors in the same way that the paragraphs protect us.
- 17. Default; Late Charge.** Any of the following constitute your default under this Agreement: (a) failure to pay any amount provided in this Agreement within seven days after the same is due; (b) failure to communicate or cooperate with us; (c) failure to perform any other obligations under this Agreement within ten days after written request; or (d) you become a debtor in a bankruptcy proceeding. If you default, we may discontinue all services upon seven-days written notice to you, and accelerate and recover all amounts to become due under this Agreement, as well as all other sums to which we are entitled. If any payment due is more than ten days late, our residential customers pay simple interest on each payment due in the amount of 10% per year [periodic rate of .833% per month] until the balance is paid in full. Our commercial customers pay simple interest on each past due payment in the amount of 18% per year [periodic rate of 1.5% per month] until the balance is paid in full. Reactivation is subject to a \$50 fee plus payment of all past due amounts if we for any reason discontinue service and you desire to reactivate the service. You must pay a service charge of \$25 for each returned check.
- 18. Change in Rates.**
- A. We may increase the monitoring fee provided for at any time after the expiration of the initial term of this Agreement, but not more than once in any 12-month period, and upon giving you written notice 60 days in advance of the effective date of the increase. If you do not want to pay the increased charge, you may cancel the then unexpired term of this Agreement by notifying us in writing 30 days prior to the effective date of the increase.
 - B. We may at any time increase the monitoring fees to reflect increases in federal, state, and local taxes, utility charges including telephone company charges, and municipal fees and charges, which are imposed on us and which relate to the services provided under this Agreement. You must pay all increased monitoring fees.
- 19. Third Party Indemnification; Subrogation.** You must defend and indemnify us against all claims brought by others, whether for personal injury, property damage, or death. This provision applies to all claims regardless of cause, including our or the System's performance or failure to perform, defects in products, design, installation, activation, or service, negligence, warranty, contribution, indemnification, or strict products liability. So far as permitted by your liability or property insurance

policy, you release us from all claims, whether the claims are made by or through you, including your insurance company or other parties, and must indemnify and defend us from all claims. You must notify your insurance company of these terms.

- 20. Notices.** All notices regarding this Agreement must be in writing and may be served by personal delivery; by a reputable overnight carrier with all delivery charges provided for; or by certified mail, return-receipt requested, and regular mail with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time-to-time in writing.
- 21. Information and Privacy.** We may monitor or electronically record video and audio related to monitored activity at your Premises, as well as conversations with you, emergency services providers, and law enforcement personnel in connection with employee training, quality control, and the provision of services. You consent to this. Privacy cannot be guaranteed on telephone, cable, and computer systems. We are not liable to you for any claims or damages which may result from a lack of privacy experienced.
- You consent to us (a) using information about you and your location (“Information”) to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements; (b) providing Information, including information contained on your Call List and other personal information, to law enforcement or fire service personnel, and our subcontractors or assignees for the purpose of providing services or in response to a subpoena or other legal process; and (c) using and sharing aggregate customer information and statistics that do not include information that identifies you or any individuals personally. We may contact you by telephone, facsimile, e-mail, or other Internet services, with respect to the System and services we provide under this Agreement, and new offerings of systems or services we may make available in the future.
- 22. Time to Bring Suit; Venue; Governing Law.** Any lawsuit or other legal proceeding arising out of or relating to this Agreement, whether based upon contract, negligence, or otherwise, must be brought no later than one year after the claim arises. This Agreement is made and entered into in Placer County, California as if between people who live in California. The validity, meaning, and effect of this Agreement are determined under California law, regardless of choice of law principles.
- 23. Reference.** Any dispute between us arising out of or relating to this Agreement (other than actions brought by us in small claims court to collect amounts due under this Agreement) will be resolved by a reference proceeding in Placer County, California, in accordance with the provisions of *California Code of Civil Procedure* §638 et seq. or successor sections. Reference constitutes the exclusive remedy for the resolution of any dispute arising out of or relating to this Agreement, including whether the dispute is subject to the reference proceeding. The referee will be appointed to sit as a temporary judge with all the powers of a temporary judge authorized by law. If the enabling Legislation that provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between us that would otherwise be determined by a reference procedure, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired judge of the Superior Court in accordance with *California Code of Civil Procedure* §§1280 to 1294.2, as amended from time to time.
- 24. Entire Agreement.** This Agreement is the final expression of and sets forth the entire agreement between the parties. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior and contemporaneous conversations, negotiations, and warranties are not relied upon and are waived. This Agreement supersedes and replaces all prior oral or written agreements or understandings between the parties. This is an integrated agreement. This Agreement cannot be changed verbally, and all changes must be in writing signed by authorized representatives of both parties. This Agreement governs if there is any conflict between this Agreement and your purchase order or other document delivered to us, whether the purchase order or document is prior or subsequent to this Agreement.
- 25. Enforceability; Waiver of Breach.** If any part of this Agreement is void, the remaining portions of the Agreement remain enforceable. No waiver of a breach of any term or condition of this Agreement is a waiver of any succeeding breach.
- 26. Interpretation; Construction.** The captions are for convenience of reference only and have no force in the interpretation or construction of this Agreement. The neuter includes the masculine or feminine gender, and the singular includes the plural wherever the context requires. Each term of this Agreement is a condition to be fully performed. The rule of construction that ambiguities are resolved against the drafting party does not apply in interpreting this Agreement.

- 27. Authorized Signatories.** The individuals executing this Agreement are authorized signatories and have the full power to enter into this Agreement, and make the representations and warranties set forth here.
- 28. State License.** Alarm Company Operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95814.

Emergency Contact Update

Your emergency contacts are the list of people who will be contacted in the event of a security breach at your business or residence. It is critical that this list of people are aware that they are an emergency contact, and that they input the call center number (**1-800-662-1711**) into their contacts as **Defining Systems Monitoring**. The number is a 1-800 number and we do not want you to mistake the number for a telemarketer in case of an emergency.

We recommend if you have a neighborhood watch, the lead of the watch be on your emergency contact list.

It is important to us that this list is up to date and we will be updating it quarterly to ensure that you and those you deem as important are notified promptly if an emergency is to occur. At the of the bottom of the email you will see the table below, please fill it out and send it to Shawn@definingsystems.com

Emergency Contact Name	Number	Email Address	Cell Provider
1.			
2.			
3.			
4.			

If you would like to change emergency contacts at any time between quarters or want to know who your current contacts are please send an email to Shawn@definingsystems.com

Alarm Permits

Over the last few years more and more cities are requiring you to have an alarm permit, these permits are to ensure that costs of false alarms are being managed. Alarm permits are valid for 2 years then must be renewed yearly moving forward. Cost for a permit varies between \$20-\$50.

What if I do not get a permit?

If you operate an Alarm without a permit, you can be fined \$100 in addition to any false alarm fees.

Below the alarm permit for your county is linked. Please fill and complete this form. This is a responsibility of the property owner.
