

**TERMS OF SERVICE: GeoArm Security Solutions Monitoring Agreement**  
**Version 10.9**

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**COMPANY ADDRESS.**

**GeoArm Security Solutions**  
**1133 Old Okeechobee Rd.**  
**West Palm Beach, FL 33401**

**PHONE NUMBER.**

**(877) 4-GEOARM**  
**(877) 443-6276**

**This agreement is between “Subscriber” hereinafter referred to as CLIENT and AlarmClub.com, Inc., dba “GeoArm Security Solutions” hereinafter referred to as GEOARM.**

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**TERMS AND CONDITIONS.**

1. **COMMUNICATION AND CONNECTIVITY.** CLIENT will furnish at its expense the appropriate form(s) of communication(s) method for the monitored equipment also including electricity and connectivity equipment (RJ-31X, router, static IP, modem...etc.). To be monitored by the central monitoring station, one of the appropriate communication paths need to be in place; (a) plain ordinary telephone service (POTS), (b) cellular service including global packet radio service (GPRS) and global system for mobile communications (GSM), (c) or internet (cable, DSL, broadband...etc.), (d) voice over internet protocol (VoIP). CLIENT'S equipment type and chosen alarm monitoring service determines the appropriate communication path.

2. **BILLING.** CLIENT agrees that monitoring charges will commence according to the online monitoring date or five (5) business days after delivery whichever is the lesser. The online monitoring date is the date CLIENT'S system was tested and programmed to successfully communicate with the central monitoring station. CLIENT authorizes GEOARM to bill in advance any charges including; applicable taxes, fines, fees, liquidated damages as defined in Paragraph 17, third party vendor expenses and/or rate increases due in accordance with the type and term of the monitoring payment cycle CLIENT selected.

3. **INSURANCE.** GEOARM agrees to perform the services described herein, without liability and not as an insurer. GEOARM encourages CLIENT to carry adequate insurance to safeguard their valuables. Adequate insurance would compensate CLIENT'S losses including but not limited to losses due to burglary, hold up and fire in case of transmission problems due to severance of communication path, which may affect the system and the transmission of signals to the central monitoring station. Alarm systems are not foolproof and they do not replace insurance.

4. **COMMUNICATION CONTENTS.** CLIENT authorizes GEOARM the right to retrieve, copy, record, and disclose any telephone, video, oral or any other form(s) of communication used between GEOARM and CLIENT or authorized representative for purposes related to the service(s) provided.

5. **SHIPPING.** GEOARM will ship stocked device(s), pre-programmed to be monitored by the central monitoring station, directly to CLIENT'S address (given on customer information sheet) within approximately ten (10) business days of receipt of sale. GEOARM can not be held responsible for any unforeseen shipping delays or other events out of the control of GEOARM.

6. **INSTALLATION AND SET-UP.** GEOARM agrees to instruct CLIENT or CLIENT REPRESENTATIVE via telephone, email, user manual and/or over the internet in the proper use, installation and set-up of the system. GEOARM will not be responsible to monitor any devices that are not programmed by GEOARM for alarm or supervisory conditions into GEOARM'S signaling system. It is mutually agreed that the work of technical support by GEOARM shall be performed between the hours of 9:00 o'clock a.m. and 5:00 o'clock p.m. ET, exclusive of Saturdays, Sundays and holidays.

7. **MONITORING SERVICES AND LICENSES.** GEOARM's central alarm monitoring station is located at 1375 North East Avenue in Sarasota, Florida. The states where monitoring licenses are required and the corresponding numbers are as follows: Alabama: AL LIC #09-013; Arkansas: AR LIC #E98276; California: CA LIC #AC05275; Florida: FL LIC #EF0000776; Illinois: IL LIC #127-001058; Maryland: MD LIC #107-552; Oklahoma: OK LIC #639; Oregon: OR LIC #16935; Rhode Island: RI LIC #6068; Tennessee: TN LIC #00000661; Texas: TX LIC #B09810; Utah: UT LIC #361373-6501; Virginia: VA LIC #11-2615; Washington: WA LIC #601-869-269.

A. **BURGLAR ALARM.** CLIENT understands that "burglar alarm monitoring service" means only that the central station operator will react to signals received from CLIENT'S monitored alarm system at the address supplied by CLIENT. GEOARM agrees to have monitored, if applicable, CLIENT'S security system. Upon receipt of a signal indicating an unauthorized entry into CLIENT'S premises, or an emergency condition, the central station operator(s) will use reasonable efforts to identify the signal and, when warranted, in accordance with the procedures appropriate to the installed equipment, the central station operator will transmit notice of said signal over standard telephone lines, in accordance with CLIENT'S local code, to the deemed authority having jurisdiction. After notifying the local authority, the central station operator(s) will use reasonable efforts to contact one of the CLIENT'S designated representatives at the telephone number(s) provided by CLIENT. CLIENT assumes all responsibility for making sure any and all information given to GEOARM is up-to-date.

B. **COMMERCIAL FIRE ALARM.** CLIENT understands that "commercial fire alarm monitoring service" means that GEOARM is only responsible for monitoring fire signals sent from CLIENT's property and received at GEOARM's central station. CLIENT acknowledges that GEOARM will not be held responsible for any local maintenance, inspections or testing, which may, or may not be required by the local authority having jurisdiction.

C. **VIDEO VERIFICATION.** CLIENT understands that "video verification monitoring service" means only the central monitoring station will react to signals received from CLIENT'S video burglar alarm system. Upon receipt of a signal indicating unauthorized activity causing the motion detector to activate the central station operator will use reasonable effort to view the associated video to determine the cause of the activation. In the event there is no visual evidence of an intruder, the central station operator will disregard the event. In the event an intruder is viewed by the central station operator, they will transmit notice of said signal over standard telephone lines, per CLIENT'S local code, to the deemed authority having jurisdiction. After notifying the local authority, the central station operator(s) will use reasonable efforts to contact one of the CLIENT'S designated representatives at the telephone number(s) provided by CLIENT. CLIENT assumes all responsibility for making sure any and all information given to GEOARM is up-to-date. CLIENT agrees that its designated representative(s) shall have authority, proper access, and a key to enter the premises.

D. **MEDICAL ALERT.** The central monitoring stations sole service is to contact the medical contact's phone number(s) provided by CLIENT in the event of an emergency signal. CLIENT agrees to hold GEOARM and any of its employees and subcontractors harmless regardless of joint, several, active or passive negligence resulting from improper dispatch of medical assistance providers.

E. **VOICE OVER INTERNET PROTOCOL.** CLIENT understands that CLIENT'S voice over internet protocol (VoIP) communication system may not transmit signals to GEOARM'S central monitoring station or to 911 emergency services. In the event signals are not transmitted, CLIENT understands that emergency dispatch may not occur. CLIENT'S using VoIP communications are encouraged to utilize a plain ordinary telephone land line, cellular radio, or network monitoring device to ensure alarm signal transmission.

8. **REMOTE TECHNICAL SERVICE.** GEOARM shall have the ability to remotely enter and/or change CLIENT'S electronic data used for reporting alarm conditions from CLIENT'S equipment to the central monitoring station. One (1) year and three (3) year new GEOARM monitored CLIENTS receive free technical remote services for only the first (1<sup>st</sup>) contracted year, starting from their online monitoring date. Month to month new GEOARM monitored CLIENTS receive free technical remote services for only the first (1<sup>st</sup>) contracted month, starting from their online monitoring date. CLIENT agrees that all equipment pre-programmed or activated for monitoring services prior to cancellation by a GEOARM technician is subject to a non-refundable programming charge, activation charge and/or monitoring terms and conditions. CLIENT agrees remote technical service not eligible for free technical remote services will be billed at prevailing rates and CLIENT agrees to pay GEOARM accordingly.

9. **LOCAL FEES AND ORDINANCES.** CLIENT at its cost must comply with local permit procedures related to monitoring services and is responsible for determining, complying, and notifying GEOARM in the event local ordinances or policies change which may affect GEOARM'S performance of services.

10. **PRIOR AGREEMENTS.** CLIENT acknowledges that they currently are not under contract with any other monitoring company, and will hold harmless GEOARM from any resulting claim. CLIENT affirms prior agreements have been terminated and that any such agreement will not be means for cancellation of this agreement. CLIENT agrees to pay any costs, attorney fees, expenses, liabilities, losses, demands, judgments, and suits in the event of a breach of this agreement.

11. **SUBCONTRACT.** GEOARM shall have the right to subcontract under its sole discretion such services, but not limited to repair, installation, and monitoring to any third-party or individual under this agreement. CLIENT is bound by agreement which inures to any subcontractor(s) used by GEOARM to retain full force and effect of this agreement and provisions held within.

12. **IMPOSED RATE ADJUSTMENT.** GEOARM shall have the right, at any time, to increase the charges provided herein, to reflect any additional taxes, permit fees, code changes or charges relating to the service provided under the terms of this agreement, which may hereafter be imposed on GEOARM by any utility or governmental agency, together with any processing fee incurred by GEOARM; and CLIENT agrees to pay the same.

13. **RATE ADJUSTMENT.** After commencement of service, GEOARM may annually increase the monthly monitoring charge. In the event an increase exceeds 10% per year and CLIENT is unwilling to pay the increased charges, CLIENT may terminate this agreement and CLIENT will not be subject to any payments for liquidated damages, upon giving notice via email or in writing, by registered mail, within (30) days from the date of notice of the increase. CLIENT'S failure to notify GEOARM within said (30) days shall constitute CLIENT'S acceptance of the rate adjustment.

14. **EXTENTION.** After the initial monitoring term, this agreement shall **AUTOMATICALLY EXTEND ON A MONTH TO MONTH BASIS** at the prevailing monthly rate unless either party shall give written notice by registered mail or email of cancellation at least thirty (30) days prior to the expiration of the original term or any extension term. In the event no notice of cancellation is received by GEOARM, CLIENT authorizes GEOARM to continue charging CLIENT'S account for monitoring service.

15. **FALSE ALARMS AND THIRD PARTY CHARGES.** Any cost incurred by GEOARM for false alarms/signals originating from CLIENT'S premises shall be promptly reimbursed to GEOARM. CLIENT is responsible for any false alarm charges and/or third party charges exclusively. If excessive false alarms are caused by carelessness, malicious use, or unintended use of the alarm system, GEOARM may, at its sole discretion, deem same to be a material breach of contract on part of CLIENT and may be excused from further performance. CLIENT agrees to eliminate conditions or factors interfering with the proper operation of installed devices which may cause false alarms.

16. **TERMINATION.** GEOARM retains the right to terminate this agreement for any reason, at any time, with or without cause. GEOARM'S termination of CLIENT shall not constitute a waiver of its rights to collect any charges which may have been accrued or may be due hereunder. Runaway signals occur when CLIENT'S equipment sends the central monitoring station excessive signals. In the event CLIENT'S monitored equipment sends data to the central monitoring station in an erroneous "runaway" manner, GEOARM may terminate, shut-down and lock-out CLIENT'S account for damages and not as a penalty, immediately following notice to CLIENT of said defect by either telephone or e-mail. CLIENT'S failure to assist GEOARM in the event GEOARM can not remotely lock out CLIENT'S account, will place CLIENT'S account in default and subject to terms stated in Paragraph 18.

17. **CANCELLATION.** This agreement may be cancelled, without notice, at the option of GEOARM in the event the central monitoring station, connection link or the equipment within GEOARM is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service with no further obligation to CLIENT and may likewise be cancelled at the option of the CLIENT in the event of such occurrences at CLIENT'S facility. CLIENT shall be liable for any delinquent payments for services previously rendered and liquidated damages as contained in Paragraph 18.

18. **LIQUIDATED DAMAGES.** Upon termination or default of this agreement for any reason, except for cancellation at the end of the initial term or any extension term as provided herein, all services by GEOARM will terminate and in addition to any payments due for services rendered, CLIENT shall be liable for liquidated damages for the breach of the contract, calculated at the accelerated rate seventy-five percent (75%) of the amount due from the date of default to the end of the term of the agreement. This provision for liquidated damages is agreed upon between the parties due to the inability of computing the actual costs of disconnecting the service and/or the loss of the value of the unexpired portion of the agreement. In the event CLIENT fails to pay the amount of liquidated damages due upon termination and/or the amount then due for services previously rendered, CLIENT agrees to pay GEOARM all costs of collection, including without limitation, prejudgment interest and reasonable attorney fees.

19. **DEFAULT.** CLIENT shall be in default of this agreement for: (a) failure to pay any fees billed hereunder when due, (b) willfully or negligently causing repeated false alarms/signals, (c) failure to perform any other obligation under this agreement. Upon CLIENT'S default, GEOARM shall have the right to terminate this agreement ten (10) days after written notice of default by either email or registered mail. In the event of any default of this agreement by CLIENT, CLIENT shall pay GEOARM any and all damages including but not limited to, liquidated damages as defined in Paragraph 18.

20. **REACTIVATION CHARGE.** CLIENT shall pay a reactivation charge to GEOARM, in advance with any past due balances if security system is cut off and CLIENT desires it reconnected.

21. **CROSS-DEFAULT.** If CLIENT has multiple active agreements with GEOARM and any of these agreements are in default, GEOARM retains the right to cancel all other agreements even if in good standing, as means to collect past due balances for any delinquent account (refer to liquidated damages as defined in Paragraph 18).

22. **LATE CHARGES.** In the event CLIENT shall be delinquent in the payment of monies due, CLIENT agrees to pay interest at a charge of one and a half (1.5%) percent per month with a maximum of eighteen (18%) percent per year from the date of delinquency and GEOARM reserves the right to refuse repair or monitoring service without liability until the past due monies have been paid in full. CLIENT agrees to pay a \$40.00 administrative fee or the highest amount allowed by law, whichever is less, for any check or credit card transaction that is returned to GEOARM unpaid for any reason; all collection costs, including without limitation, prejudgment interest and reasonable attorneys fees.

23. **DIY PROGRAMMING.** In the event CLIENT chooses to program their own security system equipment without GEOARM'S assistance, CLIENT agrees to hold GEOARM, its employees, and subcontractors harmless for any potential damages and/or costs that may result. DIY programming CLIENTS assume all liability for errors, omissions, or improper use of any third party software, program, application, and any other device or lack of device that may be used to input data. Any additions and/or changes to any GEOARM monitored security systems zone information must be sent to GEOARM in writing, email, fax, or on GEOARMS account setup and changes online form.

24. **MAINTENANCE AND REPAIR.** CLIENT, at its own cost and expense, is required to keep the equipment in good repair, condition and working order. CLIENT agrees to perform at least monthly system checks in order to ascertain if the system is properly functioning, including walk tests if applicable (when motion detection devices are installed). CLIENT agrees to notify GEOARM promptly of any operating defect so GEOARM or authorized agent may perform repair service. CLIENT acknowledges that GEOARM'S obligations hereunder relates solely to the services purchased. GEOARM is in no way obligated to maintain or service CLIENT'S property not part of the system or the property of others to which GEOARM'S monitored system is connected to, except as otherwise contained herein. CLIENT at its expense is responsible for replacing batteries as required for proper operation of system.

25. **DELAYS AND INTERRUPTIONS.** GEOARM assumes no liability for delays in monitoring service or interruptions of service due to strikes, riots, floods, fires, acts of God or any causes beyond the control of GEOARM including interruption of alarm transmission, and will not be required to supply service to the CLIENT while such cause continues. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio, cellular or internet, which are outside the control of GEOARM, and GEOARM shall have no responsibility for any failure in transmission of alarm signals by any of these means. CLIENT agrees to immediately notify GEOARM of any malfunctions involving the communication link.

26. **CREDIT INVESTIGATION.** CLIENT authorizes GEOARM, or anyone whom this agreement may be assigned, to contact any of the listed credit references and to obtain appropriate credit reports from agencies providing such information regarding CLIENT'S credit standing. GEOARM retains in full any and all rights and remedies available to it, to enforce payment of any charges currently due including without limitation, liquidated damages, collection costs, reasonable attorney fees, and prejudgment interest (please refer to paragraph 18).

27. **LIMITED WARRANTY.**

A. Except as set forth herein, GEOARM makes no representations or warranty of any kind, expressed or implied, with respect to the condition of equipment, and disclaims any and all warranties of merchantability, fitness for a particular purpose or any other warranty. CLIENT acknowledges that no other representations were made to CLIENT or relied upon by CLIENT with respect to the quality and function of the goods or service.

B. In the event any new part of the equipment sold by GEOARM to CLIENT shall be determined defective or inoperative by GEOARM under normal use (subject to Section E of the Limited Warranty stated below), within one year of shipping GEOARM shall replace or repair such defective part without charge to CLIENT (exclusive of shipping and programming costs) and CLIENT agrees to pay for service in accordance with prevailing rates. GEOARM

reserves the right to replace any product under the warranty with new or remanufactured product or parts. GEOARM is not responsible for labor costs of removal or reinstallation of products. GEOARM warrants that any repaired or replaced product shall satisfy the warranty set out for the balance of the term of the warranty for the initial product. To be eligible CLIENT must contact GEOARM by email or in writing by registered mail at the address set forth above, fully describing the nature of the defect so that GEOARM will have the right to cure the defect within a reasonable period of time. Service for equipment no longer under warranty will be provided by GEOARM at prevailing rates and CLIENT agrees to pay the same.

C. In the event GEOARM takes over monitoring of an existing security system owned by CLIENT and not designed, sold, or installed to CLIENT by GEOARM, GEOARM assumes no responsibility whatsoever for the maintenance, operation or non-operation, actuation or non-actuation, of CLIENT'S existing equipment. Monitoring service will commence when GEOARM has programmed CLIENT'S equipment to the central monitoring station and has received test signals from CLIENT'S premises and both GEOARM and CLIENT agree that such signals have been satisfactorily transmitted and received. GEOARM makes no representation as to suitability or condition of CLIENT'S system. Telephonic and/or e-mail technical support will be provided by GEOARM at prevailing rates and CLIENT agrees to pay the same.

D. In no event shall GEOARM be liable for more than, and CLIENT'S exclusive remedy for breach of this limited warranty shall be limited to, the repair or replacement of defective equipment sold under this agreement, and GEOARM shall not be liable for injuries to persons or property, including but not limited to, all general, direct, special, exemplary, punitive, incidental or consequential damages.

E. GEOARM shall not be liable at any time for costs of repair or replacement in the event of damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation not deemed acceptable by GEOARM and/or any other cause beyond the control of GEOARM, including interruption of electrical or telephone service, cellular or internet. In the event repair service or modification is needed and to be performed by anyone except a GEOARM REPRESENTATIVE, CLIENT must inform GEOARM beforehand of any service to be performed on a GEOARM monitored system by phone or email with CLIENT REPRESENTATIVE'S name and contact information so that GEOARM REPRESENTATIVE can facilitate when and how CLIENT and/or CLIENT REPRESENTATIVE should render the appropriate service.

F. CLIENT acknowledges that any affirmation of fact or promise made by GEOARM shall not be deemed to create an express warranty, and that GEOARM makes no representation or warranty that the system or service supplied may not be compromised, circumvented, or that the system or services will in cases provide the signaling, monitoring, and response for which it was intended. CLIENT is not solely relying on GEOARM'S skill or judgment in selecting or furnishing a system suitable for any particular purpose.

G. This agreement becomes binding upon submission of order to GEOARM. CLIENT acknowledges receipt of a copy of this agreement, and specifically acknowledges and accepts that GEOARM'S liability is limited as set forth herein.

## 28. **LIMITATION OF DAMAGES.**

A. It is understood and agreed by the parties hereto that GEOARM is not an insurer and that insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT, at CLIENT'S sole expense; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of CLIENT'S property or the property of others located on CLIENT'S premises; that GEOARM makes no guarantee, representation or warranty including any implied warranty of merchantability or fitness for particular purpose that the system or service supplied will avert or

prevent occurrences of the consequences there from which the system or service is intended to detect or avert.

B. CLIENT acknowledges it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of GEOARM'S obligations or a failure or malfunction in the system to properly operate because of, among other things: the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by GEOARM'S failure to perform any of its obligations or failure of its equipment to properly operate; or the nature of the services to be performed by GEOARM.

C. CLIENT understands and agrees that if GEOARM should be found liable for any loss or damage due from a failure to perform any of its obligations or a failure of the equipment to properly operate, GEOARM'S liability shall be limited to a sum equal to the total of one-half year's monitoring payments, or FIVE HUNDRED DOLLARS (\$500.00) whichever is the lesser, and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of any of GEOARM'S obligations or from negligence, active or otherwise, of GEOARM, its employees or agents.

D. In the event that the CLIENT wishes GEOARM to assume greater liability, CLIENT may, as a matter of right, obtain from GEOARM a higher limit by paying an additional amount to GEOARM, and a rider shall be attached hereto setting forth higher limit and additional amount, but this additional obligation shall in no way be interpreted to hold GEOARM as an insurer.

E. When CLIENT in the ordinary course of business has the property of others in its custody, or the monitored system extends to protect the persons or property of others, CLIENT agrees to and shall indemnify, defend and hold harmless GEOARM, its employees and agents for and against all claims of indirect, consequential, incidental, or punitive damages in the event not limited to loss in profits or loss of data brought by owners of said property arising out of the GEOARM service under this agreement. This provision shall apply to all claims regardless of cause including GEOARM'S performance or failure to perform and including defects in products, design, installation, service, operation or non-operation of the system whether based upon negligence, active or passive, expressed or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of GEOARM, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of GEOARM while on CLIENT'S premises.

F. CLIENT acknowledges that the system purchased and programmed is as requested and is suitable to his particular purpose, and unless defects or omissions in programming are called to GEOARM'S attention in writing, CLIENT accepts the system as is. CLIENT agrees to pay for service at prevailing rates as stated in Paragraph 8. CLIENT agrees there is no additional compensation for installation time or expenses incurred by CLIENT.

29. **LEGAL ACTION.** GEOARM is located in the State of Florida, United States of America. Any disputes, small claims and federal, legal or equitable that may arise against GEOARM must be commenced in the courts of Palm Beach County, Florida within one (1) year after the act, omission, or event occurred from which the claim, action or proceeding arises, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph. This agreement shall in all respects be governed as to validity, interpretation, enforcement and effect by laws of the State of Florida. CLIENT agrees to waive its right to a jury trial. CLIENT consents to the jurisdiction of such courts and agrees to the process of service by mail, thus waiving any jurisdictional or venue defenses otherwise available. The State of Florida laws will govern legal notices, disclaimers, and privacy policies without any conflict of laws.

30. **WAIVER.** CLIENT acknowledges that the provisions of this agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification inure to the benefit of and are applicable to AlarmClub.com, Inc. and its subsidiaries and to any subcontractors engaged by GEOARM to provide monitoring, sales, maintenance or service of the alarm system provided herein. CLIENT hereby waives its right of recovery against GEOARM for any loss covered by insurance pertaining to the premises or contents by any policy or law.

31. **ASSIGNMENT.** This agreement is not assignable by CLIENT without prior written consent of GEOARM. The CLIENT will recognize any assignment of this agreement by GEOARM and will furnish upon request the assignee with a written acknowledgement that this agreement is in full force and effect and will not be subject to claims, defenses or set-offs that CLIENT may have against GEOARM. GEOARM shall have the right to assign this agreement or subcontract any of the services it may perform.

32. **WARRANT.** CLIENT represents and warrants that CLIENT'S identity and contact information provided above is accurate, and that CLIENT is age 18 or older and otherwise competent and authorized to enter into the agreement.

33. **ELECTRONIC FORMAT.** CLIENT agrees to enter into this agreement in electronic format pursuant to the federal Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transactions Act.

34. **ENTIRE AGREEMENT; NON-WAIVER; SEVERABILITY.** If there is any conflict between this agreement and CLIENT'S purchase order, or any other document, this agreement will govern, whether such purchase order or other document is prior to or subsequent to this agreement. It is mutually understood and agreed that any representation, promise, advertising or other statement, condition, inducement or warranty, express or implied, whether written or verbal, not included in writing in this agreement shall not be binding upon any party and that the agreement may not be altered, modified or otherwise changed at any time except with the written consent of each of the parties hereto, and in the form of an addendum to this agreement. There are no verbal understandings changing or modifying this agreement.

35. **ALARM.COM INCORPORATED TERMS (for all Alarm.com Monitoring Plans).** You have recently agreed to purchase residential or commercial security products and services from dealer ("GEOARM") an independently owned and operated security services dealer. Alarm.com Incorporated ("Alarm.com") has authorized GEOARM to market and sell to you "Alarm.com Services" for your use with certain hardware and other products ("Equipment") that enable the Alarm.com Services. These Alarm.com Terms (Sections A1 through A10) are part of your legal agreement with GEOARM. [Click here](#) to view the Alarm.com Terms, they contain among other things, important warranty disclaimers (in Section A3) and limitations of liability (in Section A5) applicable to your use of the Alarm.com Services and products. By checking off the box next to "I have read and AGREE to the GEOARM monitoring contract you are entering into a "click-wrap agreement" with GEOARM and additionally with Alarm.com. By accessing the Alarm.com customer website or using any other part of the Alarm.com Services, you agree to be bound by these Alarm.com Terms. Although these Alarm.com Terms are part of your legal agreement with GEOARM, you acknowledge and agree that they may be enforced by Alarm.com directly. Please read in full and print for your records the Alarm.com Terms.

36. **INVALID PROVISIONS.** If any terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall re-main in full force and effect. The headings used in this agreement are intended solely for use as reference and are not intended to be a part of this agreement or as a limitation of the scope of the particular sections to which they refer.