

WAVE MONITORING GENERAL TERMS AND CONDITIONS

1. Definitions

- a. **“Affiliate”** means any other person or entity which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Wave or any of its subsidiaries.
- b. **“Agreement”** means this Home Monitoring Installation Services Subscriber Agreement, the accompanying Work Order and the related Price List(s), all as may be amended from time to time by Wave as described in the Agreement.
- c. **“Customer Equipment”** means any equipment provided by you for use in connection with the Services under the Agreement.
- d. **“DIY Equipment”** means any equipment purchased by you from Wave for use in connection with the Services but which is to be installed by you or by a contractor which you retain.
- e. **“Equipment”** means any or all of Customer Equipment, DIY Equipment and Wave Equipment.
- f. **“Price List(s)”** means the prices, as maintained pursuant to a pricing schedule that may be updated from time to time, for which Wave offers Service in your area.
- g. **“Premises”** means the area on and around the premises on which the System is installed.
- h. **“Service(s)”** means the home monitoring and installation service or services provided to you by Wave as more fully described in the Work Order, which may include installation of home monitoring equipment, installation of touch pad controller, installation of radio transmitting equipment and/or monitoring services.
- i. **“Software”** means the computer software, if any, licensed by Wave or any third-party, including but not limited to equipment manufacturers, to you to facilitate installation or use of your Services. Software also refers to any executable code that may be included in, downloaded to, or utilized by, any Wave Equipment.
- j. **“Subscriber Materials”** means the handbooks, manuals and other guide materials, whether in written or electronic form, provided by Wave or any third party regarding use of the Equipment or Services.
- k. **“System”** means the monitoring system referenced in the Work Order, including but not limited to connections necessary to transmit signals (including video where applicable) from the Premises. The System includes all equipment used for these purposes, except for Customer Equipment.
- l. **“Wave,”** or **“we”** means Wave Home Monitoring, LLC d/b/a Wave and any of its Affiliates and subsidiaries and their respective directors, officers, employees, contractors, representatives and agents, as well as any person or entity to whom Wave assigns the Agreement.
- m. **“Wave Equipment”** means any equipment provided by Wave to you, but not limited to, the equipment identified in the Work Order and any other equipment or materials provided to you by Wave for use in connection with the Services and which is installed by Wave. “Wave Equipment” does not include DIY Equipment.
- n. **“Wave Party(ies)”** means Wave, as well as any person or entity to whom Wave assigns the Agreement.

o. “**Work Order**” means the Wave work order or service receipt provided to you in connection with the installation or commencement of your Service(s) and any subsequent Wave work order or service receipt regarding your Service(s) or Equipment.

2. Important Information Concerning the Agreement

a. Entire Agreement. The Agreement, as it may be amended by Wave from time to time, constitutes the entire agreement between Wave and you. The Agreement supersedes all previous written or oral agreements between Wave and you. You are not entitled to rely on any oral or written statements by Wave’s representatives relating to the subjects covered by these documents, whether made prior to the date of your Work Order or thereafter, and Wave will have no liability to you except in respect of its obligations as described in the Agreement. The use of the Services by any person other than you is also subject to the terms of the Agreement.

b. Data Service Requirement. In order to receive the Services under this Agreement, you must have an account in good standing with Wave for high speed data services. In the event your account for high speed data services terminates, the Agreement will be deemed terminated and may subject you to early termination fees as described in Section 12(f) below.

c. Modification of Agreement. Wave has the right to add to, modify, or delete any term of the Agreement at any time. You have the right to add to or modify the service plan or equipment you have chosen at any time during the term of this Agreement. You can make these modifications by calling Wave’s customer service center. Wave will notify you of any significant change(s) in the Agreement, including any increase in prices with respect to the Services you were receiving as of the date of the notice. Such notice may be provided, among other ways, on your monthly billing statement. Any such changes shall become effective immediately except where applicable law requires an advance notice period, in which case the change will become effective at the end of the requisite notice period. Upon effectiveness of any change to any of these documents, your continued use of the Services will constitute your consent to such change and your agreement to be bound by the terms of the Agreement as so changed. If you do not agree to any such change, you will immediately stop using the Services and notify Wave that you would like to terminate your Services account. If Wave does not rescind the significant change within five (5) days of receiving your notice, your Services will terminate without any early termination fee. If, however, Wave rescinds the significant change within the five-day period, your account will remain in full force and effect without the proposed change and the Agreement shall continue. An online version of the Agreement, including any applicable Price List(s), will be accessible at www.gowave.com or another online location designated by Wave, or can be obtained by calling your local Wave office.

3. Installation of System

You authorize Wave to install or cause to be installed, the System. You further agree to allow Wave to remove any previously installed alarm or monitoring equipment, which in the opinion of Wave may interfere with the installation and/or maintenance of the System, whether such removal is required at the time of initial installation or at any time thereafter. After removal, Wave will return the previously installed alarm or monitoring equipment to you. Wave does not perform any wiring in connection with the installation of the System. If you have purchased equipment which requires wiring for use with the Service, you are responsible for installing the equipment or having it installed by qualified contractors. Errors or omissions in installation, including but not limited to failure to connect equipment, shall be called to the attention of Wave by you in writing within five (5) days after completion of the installation. Upon the expiration of the five (5) day period, the installation and the equipment provided shall be deemed accepted by you.

4. Consent to Monitor

This Section applies only if you selected a System with video monitoring or recording capability. You consent and agree to Wave’s installation and operation of equipment that will monitor and record video on and

around the Premises. You further consent and that agree that Wave will have access to video recorded on or transmitted from the Premises, and that Wave may view or listen to that video during installation of the System, when performing maintenance and/or during emergency situations (as determined by Wave). You represent and warrant that you have the authority to grant Wave permission to monitor and record video on and around the Premises, and further represents and warrants that you have obtained, and will in the future obtain, permission from all individuals that enter upon the Premises to be recorded and monitored by video, as applicable.

5. Authorized Persons and Emergency Contact

In the event you receive monitoring services as part of your Service package, you agree to furnish to Wave a list of the names, addresses, email addresses and phone numbers of all persons authorized to operate your System ("Authorized Persons"), and to provide any additional information about Authorized Persons as is requested by Wave. You agree that any person that you have designated a specific Authorized Person is authorized to act on your behalf and has the authority to cancel an alarm prior to the notification of emergency responders. Wave is entitled to rely on your Authorized Person contact information and their instructions.

6. Central Station Alarms

Upon receipt of an alarm signal from the Premises, Wave shall make every reasonable effort to transmit the alarm promptly to the police or the fire department having jurisdiction; provided, however, that if Wave believes that an emergency condition (as determined by Wave) does not exist, Wave shall make a reasonable effort to notify you or your designated Authorized Person by telephone unless instructed in writing by you to do otherwise. Notwithstanding the foregoing, Wave may, in an effort to reduce false alarms, pre-qualify any alarm by calling you or your designated emergency contact person prior to asking the police or fire department to respond. You understand that if an alarm signal is received by Wave, any responding authority may forcibly enter the Premises and you will be financially responsible for any damage caused by such entry. Also, if a third party, such as a landlord, property owner, tenant, occupant or other third party, makes a claim against Wave based on any responding authority forcibly entering the Premises, you agree that you will be financially responsible for such claims. If Wave has reason to believe that no emergency condition exists, Wave may elect, in its sole discretion, not to dispatch emergency authorities and/or not to follow the notification or verification procedures used for emergency conditions. Wave shall not be liable for any failure to contact you or your designated Authorized Person.

7. Your Responsibilities for System Installation, Testing and Operations

a. Testing and Operation of System. You shall test the System as set forth in the documentation provided by Wave and you shall regularly check on the condition of the System and equipment. You are responsible for complying with all recommendations and requirements from either Wave or the manufacturer of equipment (both Wave Equipment and Customer Equipment). No equipment will ensure that you will never suffer damage or injury.

b. Premises and Power. You understand that installation of the System may require drilling into various parts of the Premises or other interior or exterior work that may require access to non-visible areas. You agree to provide Wave with 110 AC electrical outlets and power for the Wave Equipment in locations designated by Wave. Some of the equipment may be battery-powered and may not be connected to the Premises' electrical system. You are responsible for ensuring that all equipment has adequate power and is properly charged; low battery strength may result in the inability to send a signal, sound an alarm, detect a signal or properly locate you. You are responsible for testing all batteries and replacing any batteries according the recommendations of the applicable equipment manufacturer. Wave will not be responsible for problems caused by air turbulence or other environmental disturbances, including pets and pests that might affect the operation of motion detectors and other parts of the System.

c. Take Over. If Wave is taking over the operation of an existing system, you agree to pay all charges for taking it over. You represent that the existing system is your property and that Wave has all rights to take it over to provide the Services. Wave may inspect and, in its sole discretion, elect to take over none, a portion, or all of the existing System. Wave will notify you of any required repair or replacement costs needed for the takeover of the System. After the takeover, Wave will own the transmitting device, which contains Wave's proprietary data, and any touchscreen panel or other hub device provided by Wave. Wave reserves the right to terminate the Services if your existing equipment is not in or maintained in good operating condition and Wave will not be liable for any damages or penalties as a result of such termination. Any equipment from the existing system taken over by Wave which remains connected to the System installed by Wave shall be considered Customer Equipment under the Agreement.

d. Signal Transmission. You understand that the Services include the use of a cellular data network as the primary transmission for signaling. This cellular network is maintained and operated by the applicable cellular provider and is beyond the control of Wave. You acknowledge that the transmission of signals by means of wireless communications may be affected by radio frequency signal strength and channel availability at the Premises, as well as other issues unique to wireless services.

e. Permits. In some local areas a permit or license is required to operate an alarm system. You agree to secure and maintain any such permit or license and acknowledges that the cost, if any, of the permit or license will be yours along with any additional charges that might be imposed on you.

8. False Alarms or Abuse of System

Wave may either suspend Wave's performance under the Agreement without penalty immediately or terminate the Agreement without penalty upon ten (10) days' notice if (a) it detects an excessive number of false alarms, (b) it detects faulty or running alarms, or (c) you misuse or abuse the System, all as determined in Wave's sole discretion. Suspension or termination pursuant to this Section will not prevent Wave from recovering damages from you or exercising its other legal remedies. You shall be responsible for and shall indemnify Wave against any and all fines, penalties, costs, expenses and fees assessed against, incurred by and/or paid by Wave as a result of a false alarm originating from your System.

9. Equipment and Software

a. Ownership and Upgrades of Wave Equipment. Any Equipment identified in the Work Order or any subsequent Work Order as Wave Equipment will remain the property of Wave. You will acquire no ownership or other interest in the same by virtue of payments made pursuant to the Agreement or by the attachment of any portion of the same to your residence or the Premises. The value of the Wave Equipment that makes up the System shall be set by Wave at the time of installation and will not be depreciated. Wave has the right to upgrade, modify and enhance all equipment and Software from time to time through downloads from Wave's network or otherwise. The Wave Equipment shall not be deemed to be fixtures.

b. Protection of Wave Equipment. You will not open, alter, misuse, or tamper with the Wave Equipment, or remove the Wave Equipment from the Premises. You agree to safeguard the Wave Equipment from loss or damage of any kind, and (except for any self-installation procedures approved by Wave) will not permit anyone other than a Wave authorized representative to perform any work on the Wave Equipment. You hereby agree to reimburse and pay to Wave the cost of repair or replacement for any loss or damage to Wave Equipment, including but not limited to loss by fire, earthquake, riot, flood or other damage or destruction. Wave will repair and/or replace defective Wave Equipment provided such damage was not caused by your misuse, neglect or other fault. You will not remove any markings or labels from Wave Equipment, including but not limited to any serial or identity numbers, nor will you allow anyone else to do any of these things.

c. Return of Wave Equipment. You must promptly return the Wave Equipment upon termination of Service in the same condition as when received, ordinary wear and tear excepted. If you fail to return the Wave Equipment, you will pay any expenses Wave incurs in retrieving the Wave Equipment.

Failure of Wave to retrieve the Wave Equipment does not mean that Wave has abandoned the Wave Equipment. Wave may continue to charge you a monthly Service fee until any remaining Wave Equipment is returned to, or collected by, Wave.

d. Customer Equipment. You represent that you either own the Customer Equipment or have the right to use that equipment in connection with the Services. Wave shall have no obligation to provide, maintain, or service the Customer Equipment. Any Customer Equipment that you use in connection with the Services must meet Wave's current minimum technical and other requirements, as may be revised from time to time. **NEITHER WAVE NOR ANY OF THE WAVE PARTIES WARRANT THAT USE OF CUSTOMER EQUIPMENT THAT DOES NOT MEET WAVE'S REQUIREMENTS WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICES. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT. NEITHER WAVE NOR ANY OF THE WAVE PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE.** The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in the Agreement.

e. Access to Premises and Placement of Equipment. You authorize Wave to make any preparations to the Premises necessary for the installation, maintenance, or removal of Wave Equipment. Wave shall not be liable for any effects of normal Services installation and workmanship, such as holes in walls, etc., which may remain after installation or removal of the Wave Equipment, except for damage caused by the gross negligence or willful misconduct on the part of Wave. You agree to provide Wave and its authorized agents access to the Premises during regular business hours upon reasonable notice during the term of the Agreement and after its termination to install, connect, inspect, maintain, repair, replace, alter or disconnect or remove the Wave Equipment, to install Software, or to address Service issues. You agree that Wave may place Wave Equipment on the Premises to facilitate the provision of Service. Wave may have reasonable access to easements for Wave Equipment located on the Premises.

h. Software. You agree that any Software licensed (or sublicensed) to you by Wave is provided for the limited purpose of facilitating your use of the Services as described in the Agreement. You agree that this license is non-sublicensable, non-transferable, non-assignable and extends solely to the use of the Software in object code form (without any modifications) strictly in accordance with the Agreement. You agree that you are not granted any other license to use the Software other than as described in the Agreement. You will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software, all of which are prohibited. You will return or destroy all Software provided by Wave and any related written materials promptly upon termination of the associated Services to you for any reason. The Software is protected by trademark, copyright or other intellectual property laws and international treaty provisions.

10. Service Matters; Force Majeure

a. Modification of Services. You agree that Wave has the right to add to, modify, or delete any aspect, feature or requirement of the Services (including content, price, equipment and system requirements). If Wave changes its equipment requirements with respect to any Services, you acknowledge that you may not be able to receive such Services utilizing your then-current Customer Equipment.

b. Residential Use Only. You agree that the Services you have requested are residential Services, offered for reasonable personal, non-commercial use only. You will not resell or redistribute (whether for a fee or otherwise) the Services, or any portion thereof, or charge others to use the Services, or any portion thereof.

c. Lawful Use. You agree that you will use the Services for lawful purposes only, and in accordance with the Agreement. You agree that you will use the Services in accordance with any

acceptable use policies posted by Wave at www.gowave.com (or such other website as designated by Wave), as may be amended from time to time by Wave.

d. Passwords. You agree to be responsible for protecting the confidentiality of your account name, account number, screen names, passwords, personal identification numbers (PINs), and any other security measures made available, recommended or required by Wave.

e. Service Interruptions for Maintenance. You acknowledge and agree that Wave or its contractors may conduct maintenance from time to time that may result in interruptions of the Service and that neither Wave, any Wave Party, nor any of Wave's contractors will have any liability for any such Service interruptions.

f. Force Majeure. Wave shall have no liability for the failure or interruption of the Services due to circumstances beyond its reasonable control, including acts of God, flood, natural disaster, vandalism, terrorism, regulation or governmental acts, fire, civil disturbance, electrical power outage, computer viruses or worms, strike or weather.

g. Other Service Failures or Interruptions. For Service failures, interruptions or delays not covered by Sections 10(e) or 10(f) above, you agree that Wave has no liability except for failures or interruptions that result in a complete outage of the Services for more than a 24-hour period due to reasons solely within Wave's reasonable control, Wave will give you a prorated credit for the period of such interruption if you request one within 30 days of the interruption or failure. In no event shall Wave be required to credit you an amount in excess of one-month's applicable monthly Service fees. Wave will make any such credit on the next practicable billing statement for your Services. State and local law or regulation may impose other outage credit requirements with respect to some or all of your Services. In such event, the relevant law or regulation will control.

h. Wave Enforcement and Cross Default. Wave may suspend or terminate all or a portion of the Services without prior notice to you if Wave determines in its sole discretion that you have violated the Agreement or any agreement you may have with a Wave Affiliate for other services, even if the violation was a one-time event. If all or a portion of the Services are suspended, you will not be charged for the relevant Services during the suspension. If the Services are terminated, you will not be charged for the relevant Services after the date of termination, except for charges that accrued prior to the date of termination and any applicable early termination fee. You agree that Wave has the right to take any action that Wave deems appropriate to protect the Services, its network, its facilities or the Wave Equipment.

i. Repair Service and Inspections. You hereby authorize Wave, its agents and assigns to service the System and to make any necessary inspections, tests and repairs as required. Repairs necessitated by ordinary wear and tear to Wave Equipment shall be at Wave's expense. All other repairs or changes, including those required by any governmental body, shall be at your expense. All installations, necessary inspections and tests, which may be required by Wave, shall be performed between the hours of 8:00 A.M. - 5:00 P.M. on normal business days, to the extent reasonably possible. All installations and service required by you after 5:00 P.M., on holidays, and on weekends will be charged at an applicable overtime rate.

11. Payment; Charges

a. Payment. You agree to pay Wave for (i) all use of Services, (ii) installation and applicable service charges, (iii) Wave Equipment, (iv) all applicable local, state and federal fees, surcharges and taxes, and (v) all other charges described in the Agreement, including but not limited to charges assessed for false or excessive alarms. Charges for the Services are set forth on the applicable Price List(s) that you have received or have access to. Non-standard installations, if available, may result in additional charges. In addition you agree to pay charges for repair service calls resulting from your misuse of Wave Equipment or

for failures in equipment not supplied by Wave. You will be billed monthly in advance for recurring monthly charges. Other charges will be billed in the next practicable monthly billing cycle following use, or as otherwise specified in the applicable Price List(s).

b. Due Date. You will receive a bill for the Services from an affiliate of Wave. All charges are payable on the due date specified, or as otherwise indicated, on your bill. You agree that late charges may be assessed, subject to applicable law, on amounts that are past due. Your failure to deliver payment by the due date is a breach of the Agreement. The current late fees are on the Price List or can be provided upon request and, if applicable, will not exceed the maximum late fees as allowed by applicable law. Wave reserves the right to change the late fees from time to time.

c. Account Past Due; Offsets. You agree that if your Service account with Wave is past due, Wave may terminate your Service and account in accordance with applicable law. If you have a credit due or a deposit is being held on your account with Wave, you agree that the credit or deposit may be used to offset amounts past due on any other account you may have with Wave or any of its Affiliates without notice to you. To reconnect any terminated Services, you may be required, in addition to payment of all outstanding balances on all accounts with Wave, to pay reconnect charges or trip charges (where applicable) and/or security deposits before reconnection. If your Services account is past due and Wave sends a collector to your premises, a field collection fee may be charged. The current field collection fee can be provided on request. You will also be responsible for all other expenses (including reasonable attorneys' fees and costs) incurred by Wave in collecting any amounts due under the Agreement.

d. Your Credit Standing. Wave may, but is not obligated to, verify your credit standing with credit reporting agencies. In the event that Wave so verifies your credit standing, Wave may require a security deposit, or a bank or credit card or account debit authorization from you as a condition of providing or continuing to provide Services. If Wave requires a security deposit, the obligations of Wave regarding the security deposit will be governed by the terms of the deposit receipt provided by Wave to you at the time the deposit is collected. You agree that Wave may deduct amounts from the security deposit, bill any bank or credit card submitted by you, or utilize any other means of payment available to Wave, for any past due amounts payable by you to Wave, including in respect of damaged or unreturned Equipment and in respect to any applicable early termination fee, as more fully described in Section 12(e) below. You have the right to dispute the information on the credit report received by Wave or to request additional disclosures as provided under the Fair Credit Reporting Act or other applicable law. You may ask Wave to request the additional credit information by providing written authorization to Wave to make the request. In doing so, you release all persons involved in the credit investigation from liability in connection with the investigation.

e. Check, Card and Electronic Payments. If you have elected to be billed by credit card, debit card or ACH transfer, you agree that you will automatically be billed each month for any amounts due under the Agreement. If you make payment by check, you authorize Wave and its agents to collect this item electronically. Wave may charge fees for all returned checks and account debit, bank card or charge card chargebacks. The current return/chargeback fees can be provided on request. Wave reserves the right to change return/chargeback fees from time to time.

f. Taxes and Other Government Fees, Assessments and Charges. You agree that Wave has the right to determine, in its sole discretion, what fees, taxes, assessments, charges and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to you. You further agree to waive any claims you may have regarding Wave's collection or remittance of such fees, taxes assessments, charges and surcharges.

g. Your Reporting Obligations. You agree that it is your responsibility to report billing errors within 30 days from your receipt of the bill so that service levels and all payments can be verified. If not reported within 30 days, you agree that the errors and any claims you may have with respect to these errors are irrevocably waived.

h. Promotional Pricing. If you participate in a promotional offer for Service that covers a specified period of time, you agree that you are assured only that you will be charged the promotional price during the time specified.

i. Joint Billing. In the event you receive services from more than one Wave Affiliate (e.g., cable television service, Internet access service or telephone service), you may receive a single invoice for all such services, together with the Services provided under this Agreement.

12. Term and Termination.

a. Term. The term of the Agreement shall be for a period of two (2) years beginning on the earlier of (a) the date the System is installed; or (b) the date Service begins. At the end of the term, the Agreement shall automatically renew on a month-to-month basis until terminated by you or by Wave.

b. Termination for Breach. In the event of a material breach of the Agreement by you, Wave may, upon notice to you, suspend or terminate the Agreement or any Service provided under the Agreement. Further, Wave may suspend or terminate your Service without prior notice to you in the following events: (i) for conduct that violates any acceptable use policies promulgated by Wave from time to time and posted at www.gowave.com; (ii) for any conduct that involves the use of abusive, derogatory, insulting, threatening, harassing, vulgar or similarly unreasonable language or behavior directed at any of Wave's employees or representatives whether in person, over the phone, in electronic communications or in writing; (iii) if Wave discovers you are under the age of 18; (iv) if you fail to make all required payments when due; (v) if Wave has reason to believe that you are using the System or Service for an unlawful purpose; (vi) if your use of the System or Service is harmful to or interferes with the network or services of others or infringes the intellectual property rights of Wave or others; (vii) if you provide false or misleading credit information; (viii) if we believe your credit has deteriorated, you refuse to pay any requested advance payment or deposit or Wave believes that there is a risk of non-payment; or (viii) you modify Wave Equipment in any unauthorized manner.

c. Termination after Initial Term. After the initial two-year term of the Agreement, either you or Wave may terminate the Agreement at any time and for any reason, or for no reason, upon thirty days' prior written notice to the other party.

d. Termination for Convenience. During the initial two-year term, either you or Wave may terminate the Agreement at any time upon thirty days' prior written notice to the other party.

e. Notice. Notice from you is effective under this Section 12 if you call 1-866-928-323 (or such other number as Wave may designate from time to time) and request termination, providing your Wave account number and service address.

f. Early Termination Fee. In the event that the Agreement is terminated (a) by Wave under Section 12(b), (b) by Wave for your failure to maintain an agreement in good standing with a Wave Affiliate for high speed data services, or (c) by you under Section 12(d) if the termination occurs more than thirty (30) days after the start of your Services, you will pay Wave an early termination fee. The early termination fee will be due immediately upon termination and will be paid in the following amount: (i) \$250.00 if you terminate the Agreement in the first year of the Initial Term; (ii) \$125.00 if you terminate the Agreement in the second year of the Initial Term. YOU ACKNOWLEDGE AND AGREE THAT THE AMOUNTS SET FORTH IN THIS SECTION REPRESENT A REASONABLE ESTIMATION OF WAVE'S ACTUAL DAMAGES RESULTING FROM YOUR EARLY TERMINATION, AND THAT THESE AMOUNTS DO NOT CONSTITUTE A PENALTY.

g. Effect of Termination of Agreement. Upon the termination of the Agreement, all Service will cease and you consent to Wave entering the Premises for the purpose of removing all or part of the System belonging to Wave. You agree to pay Wave all accrued charges incurred prior to the date of

termination, together with all sums to which Wave may be entitled by virtue of the termination such as any applicable early termination fee. Removal of Wave Equipment by Wave shall not constitute a breach by Wave of the Agreement or a waiver of Wave's right to damages. The following Sections also survive any termination of this Agreement: 1, 9, 13, 14, 15, 18, 19, 20 and 21.

13. Disclaimer of Warranty and Limitations of Liability.

a. Disclaimer of Warranty. YOU AGREE THAT THE SERVICES ARE PROVIDED BY WAVE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THE AGREEMENT. THE WAVE PARTIES MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE WAVE EQUIPMENT WILL OPERATE AS INTENDED. IN PARTICULAR, YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. WITHOUT LIMITING THE FOREGOING, THE WAVE PARTIES DO NOT WARRANT THAT THE SYSTEM, INSTALLATION OR SERVICES WILL AVERT OR PREVENT ANY OCCURRENCES, INCLUDING CRIMINAL ACTS, OR THE CONSEQUENCES THEREFROM.

b. DIY Equipment. YOU AGREE THAT WAVE IS NOT THE MANUFACTURER OF ANY DIY EQUIPMENT AND THAT WAVE MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THE AGREEMENT. DIY EQUIPMENT MAY INCLUDE WARRANTIES PROVIDED BY THE MANUFACTURERS OF THE EQUIPMENT. PLEASE REFER TO THE CUSTOMER INFORMATION INCLUDED WITH ANY DIY EQUIPMENT YOU MAY HAVE PURCHASED.

b. Limitation of Liability. NONE OF THE WAVE PARTIES SHALL BE LIABLE IN ANY WAY FOR DAMAGE OR LOSS OF ANY KIND RESULTING FROM (A) THE USE OF OR INABILITY TO USE THE SYSTEM OR SERVICES; (B) INTERRUPTIONS IN COMMUNICATION BETWEEN YOU AND WAVE; OR (C) EQUIPMENT OR SOFTWARE FAILURES. IN NO EVENT WILL ANY WAVE PARTY BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO CASE SHALL DAMAGES ARISING OUT OF THE AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE FEES PAID BY YOU TO WAVE DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE TIME THE APPLICABLE CLAIM AROSE. THE FOREGOING LIMITATION OF LIABILITY DOES NOT APPLY TO DAMAGES CAUSED BY WAVE'S WILLFUL MISCONDUCT, FRAUD OR VIOLATION OF LAW.

c. Wave Parties are not Insurer. YOU UNDERSTAND AND AGREE THAT (A) NONE OF THE WAVE PARTIES IS AN INSURER; (B) INSURANCE, IF ANY, SHALL BE OBTAINED BY YOU; (C) THE PAYMENTS PROVIDED HEREIN ARE BASED SOLELY ON THE VALUE OF THE SERVICES SET FORTH IN THE AGREEMENT AND THE LIMITED LIABILITY WAVE ASSUMES UNDER THE AGREEMENT; AND (C) THE PAYMENTS PROVIDED HEREIN ARE UNRELATED TO THE VALUE OF THE PREMISES OR PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON THE PREMISES. IN THE EVENT OF ANY LOSS OR INJURY TO PERSON OR PROPERTY, YOU AGREE TO LOOK TO YOUR INSURER TO RECOVER DAMAGES. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST ALL WAVE PARTIES THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR LOSS OR INJURY TO YOU OR TO ANY OTHER PERSON.

d. Service Providers and Subcontractors. Wave may use one or more subcontractors, vendors or licensors to provide installation, repair, monitoring, communications, signal transmission services (including cellular transmission, Internet access and/or VoIP services) or other services. To the extent permitted by law, the limitations of liability set forth in the Agreement shall apply

to the work, products or services that Wave's subcontractors, vendors and licensors provide, and shall apply to them and protect such subcontractors, vendors and licensors in the same manner as it applies to and protects Wave. Such parties shall be intended third party beneficiaries of the limitations of liability set forth in the Agreement and may enforce them separately from Wave.

14. Indemnification and Hold Harmless.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE WAVE PARTIES HARMLESS FROM ANY CLAIMS (EXCEPT SERVICE CREDIT CLAIMS), LIABILITIES, (INCLUDING THIRD PARTY CLAIMS AND LIABILITIES), DEMANDS, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, DUE TO OR ARISING OUT OF THE AGREEMENT OR YOUR USE OF THE SYSTEM OR THE SERVICE, INCLUDING WITHOUT LIMITATION ANY BREACH BY YOU OF THE AGREEMENT.

15. Disclosure of Information

You agree that Wave may disclose information about you and your use of the Service to any Wave Affiliate. You agree that Wave may disclose information about you and your use of the Service to subcontractors, vendors or licensors in order to provide you with the Service. You agree that if Wave receives an alarm signal or alert, that Wave may monitor, record and maintain communication with you and the monitoring agents responding to the alarm or alert. You agree that Wave may share information, including personal information such as your name, address, contact numbers and recordings of calls with emergency responders or with your emergency contacts as Wave reasonably believes is necessary or would be helpful in providing you with assistance. You agree that, in addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in the Agreement, Wave shall have the right (except where prohibited by law notwithstanding my consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Further, Wave may disclose information about you or your use of the Service to law enforcement agencies as may be required by law.

16. Consent to Phone and Email Contact

a. Phone Contact. You consent to Wave calling the phone numbers, including that of any wireless or mobile device, you supply to it for any purpose, including the marketing of current and future services. You agree that these phone calls may be made using any method, including an automatic dialing system or an artificial or recorded voice. Upon your request, the phone numbers you have previously provided will be removed from Wave's phone marketing list. If you request to have your name removed from the phone marketing list of one of Wave's Affiliates, your name will be removed from the phone marketing list created under this Agreement. You can make this request by calling or writing your local Wave office and asking to be placed on Wave's Do Not Call List. You acknowledge that being included in any state or federal "do not call" registry will not be sufficient to remove you from Wave's phone marketing list.

b. Email or Text Contact. You consent to Wave emailing or texting you, at any phone number or email address that you provide to Wave, for any purpose, including the marketing of Wave's current and future services. You may revoke this authorization for Wave insofar as it relates to marketing messages at any time by calling or writing your local Wave office. In the event of any such revocation, you agree that Wave may still send you email messages regarding service changes, billing matters, services changes or service education.

17. Arbitration and Time Limitations

a. Arbitration. YOU AGREE THAT, EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT

OF OR RELATED TO THE SERVICES, THE EQUIPMENT, THE AGREEMENT OR EVENTS LEADING TO THE AGREEMENT (SUCH AS CLAIMS REGARDING MARKETING, PROMOTIONS OR ADVERTISING), INCLUDING BUT NOT LIMITED TO CLAIMS BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THE AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE. AN ARBITRATOR MAY NOT AWARD RELIEF IN EXCESS OF OR CONTRARY TO THE DAMAGES DESCRIBED OR IN EXCESS OF THE LIABILITY LIMITATIONS SPECIFIED IN THE AGREEMENT. AN ARBITRATOR MAY NOT AWARD PUNITIVE DAMAGES.

b. Time Limitation. Arbitration must be initiated by you within one (1) year after the date of the occurrence of the event or facts giving rise to the dispute (except for billing disputes which must be initiated within thirty (30) days). You waive any claim not filed in accordance with this Section 17(b).

19. Consent to Electronic Notice

You agree that unless otherwise specified, all notices required or contemplated hereunder will be provided by Wave by such means as Wave shall determine in its sole discretion. Without limiting the foregoing, you agree that Wave may provide any notices required or contemplated hereunder or by applicable law, including notice of changes to the Agreement, by electronic means (for example, email or online posting). An online version of the Agreement, including any applicable Price List, as so changed from time to time, will be accessible at www.gowave.com or another online location designated by Wave.

20. Assignment

You understand that your Services are being provided only to the location identified on the Work Order and that you are not allowed to assign or transfer all or any portion of the Services, or Wave Equipment, to any other person, entity or location, including a new residence. You agree that you may not assign or transfer the Agreement and any purported assignment shall be null and void. Wave may assign or transfer any portion or all of the Agreement at any time without notice to you.

21. Effect of Applicable Law; Severability; Reservation of Rights

The Agreement will be interpreted according to the law of the state in which Service is provided. The Agreement is subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which you receive Services. In the event that any portion of the Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of the Agreement shall remain in full force and effect. If any provision of the Agreement contravenes or are in conflict with law or regulation, then the terms of the law or regulation shall take priority over the relevant provision of the Agreement. Except as explicitly stated in the Agreement, nothing contained in the Agreement shall constitute a waiver by you or Wave of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

22. Wave Licenses

Wave maintains all necessary local and state licenses to install and support wireless monitoring and alarm systems.

CA ACO 7707, Alarm operators licensed & regulated by the Bureau of Security & Investigative Svcs, Dept. of Consumer Affairs, Sacramento, CA 95814