



# SECURITY SERVICE AGREEMENT

205.978.1234 | callchorus.com

## Client Information

Name

Email

Best Phone Number

How did you hear about us?

Service Address

City

State

Zip

Billing Address  
(if different than service)

City

State

Zip

Term Length  36 months  60 months

Monthly

## Security Service Agreement Terms & Conditions

**GENERAL PROVISIONS.** Client (Client) and Chorus SmartSecure, LLC (in Alabama) or Chorus SmartSecure Texas, LLC (in Texas) (either being Company) agree to proceed based on trust, good faith, and fair dealing. Company represents and warrants it has the expertise to perform the work as defined in the attached Proposal which describes the component(s), price, and location (Premises) associated with the project. Company will complete all work in a substantial and workmanlike manner according to industry standards and practice. This Agreement is solely for the benefit of Client and is not transferable, represents the entire agreement between the parties, supersedes prior negotiations, representations and agreements and may be amended only by written agreement signed by both parties.

**COMMUNICATIONS WITH COMPANY.** Client agrees to provide Company with an Emergency Contact List of valid names, e-mail addresses, and cell phone numbers of all persons to be notified in the case of suspicious activities, intrusion violations, or other timely events. Client agrees to provide all changes, revisions, and modifications to contact information in a timely manner. Client should expect any changes to the Emergency Contact List to take one week to take effect. Client agrees Company may contact Client at these numbers and e-mail addresses. Client also agrees to receive communications regarding Company services and/or third-party products and services via pre-recorded messages, direct calls, e-mails, and text messages at the number(s) and e-mail addresses provided. Client confirms Client is the registered owner of all telephone number(s) and emails Client has or will provide to Company. Client may modify, unsubscribe, or opt out of communications by emailing customer@callchorus.com or by calling 205.978.1234 or 210.877.1222.

**CLIENT UNDERSTANDS AND AGREES TO THE FOLLOWING:**

- a. Before signing, Client has read, understands, and agrees to each term of this Agreement.
- b. Company is not a security consultant and cannot address all potential security needs. Company has explained the equipment and services Company can provide. Additional equipment and services beyond those identified in this Agreement are available and may be purchased from Company at an additional cost. Client has selected and purchased only the equipment and services identified in this Agreement.
- c. No system can provide complete protection or guarantee prevention of loss or injury. Fires, floods, burglaries, robberies, medical problems and other incidents are unpredictable and cannot always be detected or prevented by a security system. Human errors are always possible, and the response times of police, fire and/or medical emergency personnel are outside the control of Company. Company or its designee may not receive signals if communications and/or power is interrupted for any reason.
- d. Company recommends Client manually test the installed system monthly and/or any time Client changes telephone or internet service, by calling 205.978.1234 or 210.877.1222.
- e. This Agreement requires final approval by a Company authorized representative before Company may provide any equipment or services, and if approval is denied, then this Agreement will be terminated, and Company's only obligation will be to notify Client of such termination and refund any amounts Client paid in advance.

**NOTICE OF CANCELLATION**

CLIENT, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. CLIENT ACKNOWLEDGES BEING VERBALLY INFORMED OF MY RIGHT TO CANCEL AT THE TIME OF EXECUTION OF THIS CONTRACT AND RECEIPT OF THIS NOTICE.

**FINANCIAL NOTIFICATIONS**

**FINANCIAL DISCLOSURE STATEMENT**

THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS SERVICE AGREEMENT.

**AUTHORIZATION.** By accepting this Agreement, Client authorizes Company to withdraw from Client's bank account and/or charge its credit/debit card provided to Company through an Automated Clearing House ("ACH") for (i) monthly or one-time Service Charges (ii) Installation Charges and down payments, (iii) Agreement Termination Charges including Early Termination Charges, and (iv) all other charges and amounts for which Client is liable under this Agreement.

This authorization will remain in effect until the termination date of this Agreement or until the Agreement is canceled, whichever occurs first. Client may revoke this authorization only by notifying Company and Client's bank or credit card company at least 10 business days before the scheduled debit or charge. Client agrees to notify Company of any other changes in Client's account information at least 15 days prior to the next billing date. If the date or amount of the withdrawal changes, or if Agreement termination Charges apply, Company will notify Client at least 15 days prior to the payment being collected. If a payment date falls on a weekend or holiday, payment may be executed on the next business day. Because this is an electronic transaction, these funds may be withdrawn from Client's account each month as early as the transaction date. If an ACH transaction is rejected for non-sufficient funds (NSF), Company may attempt to process the charge again within 30 days, and an NSF charge may apply. Client is an authorized user of the bank account or credit card account provided to Company for payment of charges under this Agreement, and Client will not dispute the payment with Client's credit card company or bank, so long as the amount corresponds to the terms indicated in the Agreement.

**LATE CHARGE.** PAYMENT IS DUE PURSUANT TO MY SELECTED BILLING FREQUENCY. PRIOR TO THE START OF SERVICE, THE FIRST BILL/CHARGE WILL BE SENT/MADE SHORTLY AFTER SERVICE BEGINS. COMPANY MAY IMPOSE A ONE-TIME LATE CHARGE ON EACH PAYMENT THAT IS MORE THAN TEN (10) DAYS PAST DUE, UP TO THE MAXIMUM AMOUNT PERMITTED BY LAW.

**PREPAYMENT.** THERE IS NO PENALTY OR REFUND IF CLIENT PREPAYS THE TOTAL OF PAYMENTS PRIOR TO THE END OF THE INITIAL TERM OF THIS AGREEMENT.

**TERM; PAYMENTS; CONSUMER REPORT.** Unless noted differently in the Proposal, the Initial Term of this Agreement is 36 months. Company's monitoring and notification services will begin when the equipment is installed, operational, and communicating with Company's third-party monitoring service (Monitor). After the Initial Term, this Agreement will automatically renew for successive one-year (1-year) terms unless terminated by either party at least thirty (30) days before the end of the current term. Client may terminate Client's service by calling Company at 205.978.1234 or 210.877.1222. All charges are to be paid in advance. Company has the right to increase the monthly service charge after the first twelve (12) months. If Client objects in writing to the increase within thirty (30) days of receiving notice of the increase, and if Company does not waive the increase, Client may terminate this Agreement effective thirty (30) days after Company's receipt of Client's written notice of termination. In this situation, Client will not have to pay the Agreement termination charges described below. Client authorizes Company to obtain a noninvestigative consumer report (credit check or credit report) about Client from a consumer reporting agency.

**SECURITY DEPOSIT.** Company may require a refundable security deposit (a) before equipment installation and service begins, or (b) at any time to continue services if Client fails to pay amounts when due. If Company services are terminated, Company shall within forty-five (45) days return security deposit (without interest) minus any amounts owed to Company under this Agreement (including without limitation, any Unreturned Equipment Fees, Agreement Termination Charges, false alarm fines or unpaid Service or Installation Charges).

# Security Service Agreement Terms & Conditions

## TERMINATION

**Continuation of Service is Impractical.** a) Company may, at any time, terminate this Agreement upon written notice to Client at its option if: (1) Monitor is destroyed or damaged so that it is impractical for Company to continue service; (2) Company cannot acquire or retain the transmission connections or authorization to transmit signals between Client's premises and Monitor or the applicable fire or police department or other agency, or between Monitor and the applicable fire or police department or other agency; or (3) Company determines it is impractical to continue service due to the modification or alteration of Client's premises after installation. If Company cancels for any of the reasons stated immediately above, Company will refund any advance payments made for services to be supplied after the date of such termination, less any amounts still due for the installation of the equipment, for services already rendered and for any other charges due. Additionally, Company will not assess Agreement termination charges, if any.

**Client fails to Comply.** b) Company may terminate this Agreement upon written notice to Client if: (1) Client fails to pay any monies when due under this Agreement, (2) Client changes to a telephone / communications service not suitable for alarm signal transmission; (3) Client fails to follow Company's recommendations to repair or replace any defective parts of the system not covered under the Limited Warranty or, if applicable, Extended Warranty; (4) Client fails to follow Company's operating instructions for the alarm system; or (5) Client fails to comply with any other term or condition of this Agreement. Upon receipt of written notice from Company, Client will have ten (10) days to correct the deficiency. If Client does not correct the within 10 days, and Company does cancel this Agreement, Company may assess Agreement termination charges, if any. Company has no liability if it stops providing the alarm monitoring and notification services and/or repossesses or disables the equipment. If Company terminates this Agreement due to Client's failure to honor any term of this Agreement and Company has incurred costs before payment in full is received for all Installation Charges, Company may deduct its costs from any deposit Client provides to Company, in addition to any other legal remedy available. In addition to these remedies, Company does not waive, and retains the right to exercise, any other legal remedy, including the right to charge a late fee for each month a payment is not received and/or interest on the unpaid amount and the right to report to one or more consumer reporting agencies if Client becomes delinquent on Client's account (more than 60 days without a payment). One such legal remedy is for Company to file a lien against the property in accordance with the applicable lien laws.

**EARLY TERMINATION AND OTHER CHARGES.** Client agrees the charges due under this Agreement are based on Client's agreement to receive and pay for the services for the number of months stated in the Proposal and Company has relied upon Client's agreement and has incurred costs in deciding to enter into this Agreement. If Client cancels service or otherwise terminate this Agreement during its initial term, or if Company cancels this Agreement during its initial term for a reason set forth in the paragraph above, Client will pay Company 75% of the total remaining monthly charges as an alternative to paying the full remaining charges. This amount is an Agreement Termination Charge and is not a penalty. The amount is payable immediately in full. No Agreement Termination Charges are due if Client terminates, or if Company cancels, during the thirty (30) day renewal period(s). If Company owes Client money when this Agreement ends, Company has the right to deduct from any refund owed Client (a) service charges for thirty (30) days, if Client fails to give the required written termination notice set forth above; (b) any Agreement Termination Charges owed; and (c) any other additional charges, amounts or deposits Client owes Company. If the amount of the deduction equals or exceeds the amount Company owes Client or if Company owes Client a credit of ten dollars (\$10.00) or less, Company will not be obligated to refund any amounts.

**OWNERSHIP AND RISK OF LOSS.** All equipment installed by Company pursuant to this Agreement shall be owned by Company during the Initial Term unless Company has agreed to give Client ownership of the equipment in a separate written agreement. Notwithstanding the foregoing, Client acknowledges and agrees that the risk of loss of the equipment passes to Client at the time of delivery of equipment to Premises. For equipment owned by Company, Company has the right upon early termination of this Agreement to remove, disable or abandon all or any of such equipment. If any equipment is disabled or removed by Company, Client understands Client will not be able to use the equipment for any purpose.

If requested by Company, Client agrees to return such equipment undamaged to Company upon early termination of this Agreement. Company is not required to redecorate or repair the Premises caused by the repossession or removal of equipment. If Client refuses or fails to return such equipment undamaged within 20 days after the date of termination of this Agreement, Client agrees to pay Company Unreturned Equipment Fees in the amounts of \$400 for each control panel, \$200 for each video camera, and \$1,500 for each access control panel. All Company yard signs and window stickers remain the property of Company so long as this Agreement is active and may be removed by Company upon termination of the Agreement. If Client owned existing, previously installed equipment, it shall remain Client's property.

## INSTALLATION, SYSTEM OPERATIONS, AND PERMIT PROVISIONS

**1. CLIENT'S RESPONSIBILITIES DURING INSTALLATION AND USE.** The equipment Company installs under this Agreement may be new or refurbished. In order for Company to install and service the equipment listed on this Agreement, Client agrees: (a) Client owns the Premises or has authority from the landlord or owner of the Premises to authorize Company to install the alarm equipment at the Premises and have the services provided to such Premises; (b) Client will make the premises available without interruption during Company's normal working hours and will maintain the premises in a safe and sanitary condition suitable for work to be performed by Company's representatives without jeopardizing their health or safety; (c) an adult will be present while Company representatives are on site for installation and for demonstration of equipment use (If an additional Company visit is required for this purpose, Client understands Client will be charged for that visit); (d) the installation may require modification to walls, floors, furniture, landscaping, fireplaces and/or ceilings, including drilling and/or cutting holes, driving nails, screws or other attachments deemed necessary at Company's sole discretion; (e) Client will install, operate, and maintain a reliable and constant power system providing 110 Volt AC via Client-provided electrical outlets to power electrical equipment provided by Company in locations designated by Company; (f) Client will pay for and provide reliable, continuous, and compatible internet connectivity with sufficient broadband capacity for the Company-provided equipment to operate; (g) Client will make arrangements for lifting and replacing carpeting, if required, for Company's installation of floor mats or wiring; (h) Client will provide adequate outdoor and/or indoor lighting to facilitate adequate functionality of the video surveillance systems; (i) Clients understands Company may not be able to conceal any or all equipment or wiring; (j) Company will not be liable for property damage, personal injury, illness or other loss due to water intrusion, mold, fungi, wet or dry rot or bacteria that may result from the installation services; (k) Client's premises complies with all applicable codes, regulations and laws and will continue to comply with all applicable codes, regulations and laws during the Initial Term and any renewal terms of this Agreement, and (l) Client has approved and hereby approves the location of equipment installed by Company or integrated into the existing equipment as outlined in the Proposal and as agreed to by Client, including, without limitation, the control panel(s), cameras, key switches, audible devices and loudspeakers, junction boxes, conduit, and any other equipment. Any changes in location or function requested by Client or necessitated by design or undisclosed obstacles or obstructions will be provided at an additional expense to Client, payable on completion on a tie and material basis, plus a possible trip charge.

**2. PROGRAMMING.** Basic programming needed to operate the installed equipment and devices is included with the initial installation. Custom programming not specifically addressed in the attached proposal will require additional services call(s) at normal service call rates for programming. Pricing options for custom programming will be discussed with and approved by Client before programming begins.

**3. EQUIPMENT PROVIDED BY CLIENT.** Company may install or integrate new or existing equipment provided by Client. All such equipment must be identified prior to the Agreement. Client-provided equipment must be on site at the beginning of the job. If the equipment is not present at that time, Client may incur additional costs. The equipment will be installed in its current condition. Company will use its best efforts to install or integrate the equipment Client provides. Company makes no representation as to the working condition of the equipment and assumes no responsibility for the current or future working condition of the equipment.

Company has the right to inspect Client's Premises to notify Client of any required repair/replacement costs related to the existing equipment, device(s) or connection. If Client declines to pay such repair/replacement costs, Company is not obligated to connect to the existing equipment and Company may elect to terminate this Agreement without liability to Company. If additional costs are required, Company will provide those estimated costs on a time and materials basis to Client and Client may commit to the additional costs to make the existing equipment work with the equipment provided by Company. Company will have no liability for the maintenance, operation, non-operation, actuation, non-actuation or erroneous actuation of any Client-provided equipment components, connections, or device(s). Any required repairs will be performed on a time and material basis by Company, subject to available parts.

**4. LOANER EQUIPMENT.** If the equipment sold to Client by Company malfunctions, loaner equipment may be provided by Company with a prepaid deposit (which may be used as rental fee for clients who have systems not designed, sold and installed by Company) and service fees for delivery and installation. Company expressly disclaims all warranties, provides this service "as is," and makes no representations or express or implied warranties, including merchantability or fitness for a particular purpose.

**5. INTERNET, WI-FI, PERMANENT ELECTRICAL POWER.** Client is responsible for providing and having a functional network including a reliable and consistent internet connection to allow for the equipment to function and be accessed remotely. Further, Company is responsible for ensuring that the total bandwidth supplied by the internet and Wi-Fi systems exceeds the demand of all devices (including devices provided by Company) actively connected within the Premises. Any and all upgrades or adjustments necessary to accommodate the usage needs of the connected equipment shall be the responsibility of the Client. The performance and reliability of wireless, internet-dependent, and/or Wi-Fi-enabled devices are dependent on the environment where they are installed and a functioning Client-provided internet subscription service and/or a functioning Client-provided Wi-Fi network. Company is not responsible for the support of the internet service equipment nor their maintenance or repair in the case of failure of any of these components at Client's Premises. Wireless devices may not function due to interference from other wireless networks or systems. Company cannot determine the functionality of each device until the device is installed and tested in its designated location. Due to inconsistencies in network reliability or interference from other wireless networks or devices, Company is not responsible for wired and/or wireless devices losing network connections after installation. Devices that lose network connection after job completion may require a service call to restore the connection. This service call must be requested by Client and is subject to normal rates for service and additional equipment that may be required. For final installations, permanent internet, Wi-Fi, and electric power should be in service at the premises. Company makes no guarantees regarding the functionality of devices that depend on cellular or satellite internet services.

# Security Service Agreement Terms & Conditions

**6. DELAYS.** COMPANY HAS NO RESPONSIBILITY OR LIABILITY TO CLIENT OR ANY OTHER PERSON FOR DELAYS IN THE INSTALLATION OR REPAIR OF THE SYSTEM, REGARDLESS OF THE REASON. COMPANY HAS NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF SERVICE OR ANY RESULTING CONSEQUENCES, WHETHER DUE TO STRIKE, RIOT, FLOOD, FIRE, RODENTS, MISUSE, ELECTRICAL STORMS, POWER SURGES, VANDALISM, TERRORISM, ACT OF GOD OR ANY OTHER CAUSE WITHIN OR BEYOND COMPANY'S CONTROL. IF THERE ARE SERVICE INTERRUPTIONS IN POWER, INTERNET, OR EQUIPMENT CONNECTIVITY, COMPANY HAS NO OBLIGATION TO SUPPLY CLIENT WITH SUBSTITUTE SERVICE.

**7. ALARM PERMITS; ADDITIONAL CHARGES AND OFFSET RIGHTS.** Certain governmental agencies may require Client to pay for and maintain alarm use permits to receive Company services. Client shall pay all installation and alarm use permit fees; all directly or indirectly imposed false alarm fines, fees or charges; all telephone or signal transmission company charges; and all other assessments, fees and charges related to the system. Client shall pay a service charge if Company responds to a service call or alarm at Client's premises because someone at premises improperly followed operating instructions; failed to properly lock or close a window, door or other protected point; or improperly adjusted video cameras, monitors or accessories.

**8. ALARM MONITORING, VIDEO AND AUDIO MONITORING, PUBLIC NOTIFICATIONS, AND SWIMMING POOL MONITORING.** If Client purchases service that includes response by police, fire department, guard, medical emergency notification or two-way voice monitoring services and such an alarm is received at Monitor, Monitor may, at its sole discretion, attempt to contact Client and/or anyone on the Emergency Contact List to confirm the alarm is not false. If Monitor does not contact Client and/or someone on the Emergency Contact List, or if Monitor questions the response it receives upon such contact, then (a) Monitor will attempt to notify the appropriate police department or fire department or, (b) If Monitor provides supervisory alarm or trouble alarm monitoring services (or if such services are actively programmed into the alarm system) and Monitor receives an alarm, then Monitor may attempt to notify premises and/or a designated representative. Monitor may use an automated calling device to deliver such notification. If medical emergency notification services are provided, Client agrees the very nature of such services, regardless of any delay, involves uncertainty, risk and possible serious injury, disability or death, for which Client will not attempt to hold Monitor responsible or liable; the equipment furnished for medical emergency notification services is not foolproof and may experience signal transmission failures or delays for any number of reasons; and the actual time required for medical emergency providers to arrive at premises and/or to transport any person requiring medical attention is unpredictable with many contributing factors, including telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors both within and outside of Monitor's and Company's control. The person(s) identified on the Emergency Contact List are authorized to act on Client's behalf. Local laws, ordinances or policies may restrict Monitor's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services with additional charges. Monitor employs several industry-recognized measures to help reduce occurrences of false alarms. These measures include, but are not limited to, implementation of default settings on alarm panels and various procedures at Monitor to determine when and how to respond, if at all, to certain alarm events. Client consents to use of these measures and agrees the alarm system has not been designed, programmed or installed pursuant to any law, code or rule that may be applicable to premises, including, but not limited to, any code provisions of the National Fire Protection Association or the International Residential Code. Upon receiving notification that an alarm signal has been received by Monitor, the police department, fire department or other responding authority may forcibly enter premises. Monitor will never arrest or detain any person for any reason.

If the installed equipment includes video or audio monitoring devices, Client will take all commercially reasonable actions, or all actions required by law to fully and completely disclose and inform any employee, representative, guest, or invitee of Client of Company's video or audio monitoring services. Client will be aware of and comply with all federal, state and local laws governing the placement, presence, operation and use of such cameras and shall fully and conspicuously notify persons in or around the premises, whether by use of legible signs or other approved communications, so their activities may be recorded. Client agrees to defend, indemnify, and hold harmless Company for all Claims related to or arising in any way from Client's alleged or actual failure to disclose or inform or any alleged or actual violation of any privacy right or any applicable privacy, law, statute, rule, or regulation or any other applicable federal, state or local law, state, rule or regulation. Client acknowledges that Company and its agents including the Monitor may have access to live and saved video and audio recordings provided by the system. Client grants access to Company and its agents including the Monitor to view and/or listen to these recordings (whether live or saved) in the regular course of the services Company provides to Client.

Client agrees the equipment installed by Monitor, including any outdoor video and audio devices, is not to be used to monitor safety in or near any swimming pool or other body of water. **CLIENT AGREES ANY VIDEO AND AUDIO EQUIPMENT OR SYSTEM INSTALLED OR SERVICED UNDER THE TERMS OF THIS AGREEMENT THAT OBSERVES SWIMMING POOLS, AREAS AROUND SWIMMING POOLS OR OTHER WATER BODIES DOES NOT PROVIDE INSTANTANEOUS, REAL-TIME EVENT ALERTS, IS NOT A SAFETY DEVICE, IS NOT A SUBSTITUTE FOR APPROPRIATE LIFE SAFETY MEASURES, AND IS NOT PART OF AN SAFETY SYSTEM AND CLIENT WILL NOT RELY ON IT AS SUCH.**

**9. ALARM SYSTEM COMMUNICATION.** Client hereby authorizes Company to request service from a telephone, wireless or other communication carrier under this Agreement (referred to as "Telephone Company") to transmit signals between Client's system and Monitor. The Telephone Company's liability is limited to the same extent as Company's liability as stated in this Agreement. Monitor will not receive alarm signals when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over Client's communication mode for any reason. If Company determines in its sole discretion that Client's communication mode is or later becomes non-compatible, or if Client changes to another communication mode not compatible, then Company requires an alternate mode of communication acceptable to Company as the method to connect the alarm system to Monitor. Transmission of fire alarm signals by means other than a traditional telephone line may not be in compliance with applicable fire alarm or other standards or codes, and it is solely Client's obligation to comply with such standards and codes. If the alarm system has a line-cut feature, it may not always be able to detect if the communication line is cut or interrupted. Company recommends Client test the alarm system monthly, even though a successful test of the alarm system does not guarantee Monitor will receive alarm signals from the system in the future. If service includes interactive solutions and/or automation features, Company may directly or through third party service providers, transmit, record, store, provide and receive unencrypted data, images, and e-mails and text messages via the Internet in the course providing those interactive services. Client will not be able to utilize those automation functions or receive e-mail or text alerts if its internet connection is impaired, disrupted or unavailable for any reason. Company does not warrant or guarantee the integrity, accuracy, confidentiality or security of any such transmission or from any unauthorized or unexpected use, disclosure, corruption, interception or other improper act.

**10. FAMILIARIZATION PERIOD.** UNLESS CLIENT HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIALIZING THE APPROPRIATE LINE ON THE CUSTOMER PROPOSAL, CLIENT AGREES, DURING A SEVEN (7)-DAY FAMILIARIZATION PERIOD, FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO MONITOR (AND DURING ANY APPLICABLE EXTENSIONS), COMPANY HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL FROM MY PREMISES. CLIENT ALSO AGREES DURING SUCH PERIOD MONITOR HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, OR DESIGNATED REPRESENTATIVE OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL MONITOR RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY.

**11. BATTERY-POWERED DEVICES, INCLUDING SMOKE AND CARBON MONOXIDE DETECTORS; WIRELESS DEVICES.** Client understands all battery-powered motion detectors, smoke detectors, carbon monoxide detectors, door and window contact transmitters and other detection sensors installed under this Agreement are not connected to the electrical system of Client's premises and require batteries to operate. **THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND, AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED WHEN THE ELECTRICITY IS CUT OFF; THE BATTERY OR BACK-UP BATTERY IS LOW OR DEAD; OR FIRE CUTS OFF THE ELECTRICITY BEFORE THE ALARM IS ACTIVATED, SOUNDS AND IS TRANSMITTED.** It is Client's sole responsibility to maintain and replace these batteries. Company recommends Client regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. Company also recommends Client carefully read and follow the owner's manual, instructions and warnings for all equipment. Client also understand wireless devices, including but not limited to wireless motion detectors, door and window contacts, smoke detectors, carbon monoxide detectors, and other wireless devices installed by Company will not communicate with the alarm system and **THE ALARM SYSTEM WILL NOT FUNCTION IF WIRELESS COMMUNICATION FOR THE DEVICES IS IMPAIRED.** **THESE WIRELESS DEVICES MAY OR MAY NOT USE ENCRYPTION AND/OR AUTHENTICATION TECHNOLOGY, AND ARE VULNERABLE TO INTENTIONAL OR UNINTENTIONAL INTERRUPTION, INTERFERENCE, INTERCEPTION, CORRUPTION AND TAMPERING.** It is Client's sole responsibility to monitor and replace all detectors before or at the end of their useful lives.

**12. IF THE ALARM SYSTEM INCLUDES SMOKE AND/OR CARBON MONOXIDE DETECTORS. CLIENT AGREES:** (A) THE NUMBER AND PLACEMENT OF SUCH DETECTORS MAY NOT FULFILL THE REQUIREMENTS OR RECOMMENDATIONS IN CODES, LAWS OR STANDARDS THAT APPLY IN MY JURISDICTION, INCLUDING THE CODE PROVISIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION AND THE INTERNATIONAL RESIDENTIAL CODE; (B) CLIENT HAS SOLE RESPONSIBILITY OR COMPLYING WITH ANY AND ALL CODES, LAWS AND STANDARDS THAT MAY APPLY TO THE INSTALLATION, PLACEMENT AND MAINTENANCE OF THE ALARM SYSTEM; AND (C) ANY SMOKE AND/OR CARBON MONOXIDE DETECTORS DESCRIBED IN THIS AGREEMENT ARE SUPPLEMENTAL DEVICES ONLY AND ARE NOT INTENDED TO BE PART OF A PRIMARY FIRE ALARM OR CARBON MONOXIDE DETECTION SYSTEM.

**13. PROPRIETARY SOFTWARE.** All software and programming are proprietary to Company and/or Company's suppliers and is licensed or sublicensed to Client on a non-exclusive basis. The Company-determined access codes (including access codes for cellular communicators), configuration, and set up of the system are the intellectual property of Company may not be transferred to other parties upon termination of this Agreement. Company is under no obligation to facilitate the transfer of equipment functionality to other parties. Client will not (a) disclose the codes, software, or any source code for the software to any third parties, (b) duplicate, reproduce, reverse engineer, modify, create derivative works from or copy all or any part of the software, or (c) use the software on equipment other than the equipment covered by this Agreement. Company is not responsible or liable for any damages to or changes in the performance of Client's computer following installation of any software or provision of services under this Agreement. Client agrees to receive software updates and upgrades Company or its contractors send or remotely download.

# Security Service Agreement Terms & Conditions

## INSURANCE PROVISIONS, WAIVER OF SUBROGATION, WARRANTIES

### 14. INSURANCE; WAIVER OF SUBROGATION.

a. **CLIENT AGREES COMPANY IS NOT AN INSURER AND COMPANY IS NOT PROVIDING CLIENT WITH INSURANCE OF ANY TYPE.** THE AMOUNTS CLIENT PAYS COMPANY ARE NOT INSURANCE PREMIUMS AND ARE NOT RELATED TO THE VALUE OF CLIENT'S PROPERTY, ANYONE ELSE'S PROPERTY LOCATED IN THE PREMISES, OR ANY RISK OF LOSS AT PREMISES. INSTEAD, THE AMOUNTS COMPANY CHARGES CLIENT ARE BASED SOLELY UPON THE VALUE OF THE EQUIPMENT AND SERVICES COMPANY AND ITS MONITOR PROVIDE AND UPON THE LIMITED LIABILITY COMPANY ASSUMES UNDER THIS AGREEMENT. IF CLIENT NEEDS INSURANCE TO PROTECT AGAINST ANY RISK OF LOSS AT CLIENT'S PREMISES, CLIENT WILL PURCHASE IT.

IN THE EVENT OF ANY LOSS, DAMAGE OR INJURY, CLIENT WILL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO COMPANY TO COMPENSATE CLIENT OR ANYONE ELSE. CLIENT RELEASES AND WAIVES FOR ITSELF AND CLIENT'S INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER AGAINST COMPANY ARISING AS A RESULT OF THE PAYMENT OF ANY CLAIM FOR LOSS, DAMAGE OR INJURY.

b. **NO GUARANTEE; NO LIABILITY.** COMPANY'S EQUIPMENT AND SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT, INCLUDING, BUT NOT LIMITED TO, FIRES, FLOODS, BURGLARIES, ROBBERIES AND MEDICAL PROBLEMS. COMPANY MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE EQUIPMENT AND SERVICES PROVIDED WILL DETECT, PREVENT, OR AVERT SUCH INCIDENTS OR THEIR CONSEQUENCES. COMPANY DOES NOT UNDERTAKE ANY INJURY OR LOSS RISK FOR MY PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH CLIENT, NOT COMPANY. CLIENT RELEASES, WAIVES, DISCHARGES AND PROMISES NOT TO SUE OR BRING ANY CLAIM OF ANY TYPE AGAINST COMPANY FOR LOSS, DAMAGE OR INJURY RELATING IN ANY WAY TO THE EQUIPMENT OR SERVICES PROVIDED BY COMPANY.

c. **EXCLUSIVE REMEDY.** IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, THAT MAY RESULT FROM A FAILURE BY COMPANY TO PERFORM ANY OF ITS OBLIGATIONS. UNDER NO CIRCUMSTANCES WILL CLIENT ATTEMPT TO HOLD COMPANY LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, NOTWITHSTANDING IF COMPANY IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SERVICES AND/OR EQUIPMENT PROVIDED BY COMPANY, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00, WHICHEVER IS GREATER. THIS AGREED-UPON AMOUNT IS NOT A PENALTY; RATHER, IT IS CLIENT'S SOLE REMEDY.

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

e. **INDEMNITY.** IF ANY OTHER PERSON, INCLUDING CLIENT'S SUBROGATING INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST COMPANY IN ANY WAY RELATED TO (1) THE EQUIPMENT OR SERVICES PROVIDED BY COMPANY OR (2) ANY INACCURACIES IN ANY PERSONAL INFORMATION, INCLUDING ANY CONTACT INFORMATION, PROVIDED BY CLIENT TO COMPANY IN ORDER FOR COMPANY TO COMMUNICATE WITH CLIENT FOR ANY REASON, INCLUDING TELEPHONE CALLS, TEXT MESSAGES OR EMAILS REGARDING COMPANY SERVICES OR THIRD-PARTY PRODUCTS AND SERVICES, CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES. CLIENT'S DUTY TO DEFEND IS SEPARATE AND DISTINCT FROM ITS DUTY TO INDEMNIFY AND HOLD HARMLESS AND ARISES UPON THE ASSERTION OF A CLAIM OR DEMAND AGAINST COMPANY REGARDLESS WHETHER COMPANY HAS BEEN FOUND LIABLE OR WHETHER COMPANY HAS INCURRED ANY EXPENSE.

f. **CLAIM, MOLD and HAZARDOUS CONDITIONS.** Any claim pertaining to the equipment or services provided by Company pursuant to this Agreement shall be made in writing to Company during the term of this Agreement. Client shall notify Company in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Client shall be responsible for removal of such conditions. If Company discovers suspected asbestos, mold or other hazardous material, Company shall stop all work and notify Client. It is Client's sole responsibility to remove such conditions, and if work is thereby delayed, Client will allow Company an extension of time to perform the work and Client will compensate Company for expenses caused by the delay but not less than \$1,000.00 per day until work can resume. If Company deems that continuing the work poses a risk to Company or its Team Members or agents, Company may terminate this Agreement and Client will compensate Company for all services rendered and material provided to date of termination. Company shall be allowed to remove all its equipment and material from the site.

TEXAS Property Code Notice: In Texas, this Agreement may be subject to Chapter 27 of the Texas Property Code. Those provisions may affect Customer's right to recover damages arising from the performance of this Agreement. If Client has a complaint concerning a construction defect arising from the performance of this Agreement and that defect has not been corrected through normal warranty service, Client must provide the notice required by Chapter 27 to the contractor via certified mail, return receipt requested, not later than the 60th day before the date Client files suit to recover damages in court of law or initiates arbitration. The notice Client's refer to Chapter 27 and must describe the alleged construction defect. If requested by the contractor, Client must provide the contractor the opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

g. **The provisions of this paragraph shall apply to and benefit Company and its agents, representatives, contractors, subsidiaries, dealers, affiliates, parents (both direct and indirect), affinity marketers and other partners.**

**15. LIMITED WARRANTY.** Beginning on the final day of installation and continuing for 90 days thereafter, Company will provide a limited warranty for labor and parts provided by Company. Under this Limited Warranty, Company will repair or, at its option, replace any defective equipment of the system, including wiring, and will make required mechanical adjustments, all at no cost to Client. Company will use new or functionally operative parts for replacements. This limited warranty is for Client's benefit only and may not be enforced by any other person. This limited warranty gives Client specific legal rights. The laws of the state where this Agreement was signed may also give the additional rights.

**16. WARRANTY EXCLUSIONS.** Company performs warranty services only during normal working hours, which occur on non-holiday weekdays between 8 AM and 5 PM. Company does not provide warranty services on nights and weekends. If Client requests Company to perform warranty services outside normal working hours and Company is available to provide those services, Client will pay for the services at Company's thencurrent overtime rates for labor and parts including potential trip charges. The limited warranty provided under this Agreement does not apply if Company determines upon inspection that any of the following conditions caused the need for service: (a) damage resulting from accidents, theft, Acts of God, natural disasters, labor disputes, war, terrorism, civil strife, rodents or other vermin, vandalism, electrical storms or surges, alterations or misuse; (b) Client's failure to properly close or secure a door, window or other point protected by an alarm device; (c) failure to properly follow the operating instructions; (d) trouble in a telephone line, use of non-traditional telephone line or service (including but not limited to DSL, ADSL, VoIP, digital phone, internet-based phone, cellular, radio, satellite, etc.) or interruption of power; (e) loss or disruption of Internet connectivity; (f) repairs needed to window foil, security screens, exterior mounted devices (except for outdoor cameras installed by Company) or PROM (Programmable Read Only Memory); (g) ordinary maintenance or wear and tear; (h) alterations to Client's Premises or it fails to comply with any applicable codes, regulations or laws; or (i) alterations or damage to the alarm system caused by Client or by a cause beyond Company's control. The limited warranty provided under this Agreement does not apply to systems and/or devices not provided and installed by Company but connected to Client's system for automation, alert or similar purposes, including but not limited to, thermostats, heating/air conditioning systems, lighting systems and controls, electric outlets, irrigation systems, plumbing systems, doors, locks, garage doors, fans, blinds, shutters, smart speakers, or appliances. Company will not perform warranty services on any device not installed by Company. Battery replacement is excluded from all warranties. Company is not obligated to provide any warranty or maintenance services if Client is past due on any payments called for in this or other associated agreements with Client.

**17. NO OTHER WARRANTIES. OTHER THAN THE LIMITED WARRANTY PROVIDED UNDER THIS AGREEMENT AND, IF APPLICABLE, THE EXTENDED WARRANTY. CLIENT AGREES COMPANY MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES COMPANY PERFORMS OR THE EQUIPMENT IT PROVIDES. MY EXCLUSIVE WARRANTY REMEDY IS SET FORTH ABOVE.**

**18. LIMITIATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY WILL NOT BE LIABLE FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOSS OF USE, LOSS OF INCOME OR PROFITS OR OTHER DAMAGES WHATSOEVER, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE OR OTHER DAMAGES, ARISING FROM THIS AGREEMENT IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. ANY RECOVERY SHALL NOT EXCEED THE PURCHASE PRICE PAID BY CLIENT TO COMPANY.

## OTHER PROVISIONS

**19. ASSIGNMENT.** Client may not assign this Agreement without prior written consent from Company. Company does have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without Client's approval and without notice to Client.

**20. RESIDENTIAL RELOCATION / PROVE YOU MOVE POLICY.** Texas residential homeowner clients understand and agree to pay for all service charges and expenses related to relocation or removal of installed equipment. Company will not be obligated to relieve me from equipment cost or charges if I terminate because I move within Company's service area. If I move within the service area, Company will relocate the recoverable equipment covered in this Agreement for a minimum fee of \$199 if I provide a 30-day notice request to do so. If I can show the move is outside the service area and I no longer own the property included in this service agreement, Company will allow for early termination with no fees.

## Security Service Agreement Terms & Conditions

**21. PERSONAL INFORMATION.** Client consents to Company's use of Client's personal information and that of third parties provided by Client for the purpose of monitoring, setting up and administering Company services (including credit approval, invoicing and collecting) and providing information on new equipment or services. Client consents to Company recording Client's telephone conversations with Company representatives. Client has obtained the consent of the third parties, whose personal information Client provided to Company, to use such personal information for the administration of Client's account with Company. Company may collect, use, disclose and transfer Client's personal information, and that of third parties provided by Client, to Company's parents, affiliates, subsidiaries and successor corporations, any subcontractor or assignee of this Agreement or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs.

**22. PRIVACY.** Company will maintain all customer information in confidentiality except as stated herein.

**23. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties, unless a change is approved in writing by a Company authorized representative. Client is not relying on Company's advice or advertisements. Company is not bound by any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement. The terms and conditions of this Agreement shall control and govern even if there are other documents with inconsistent or additional terms and conditions. If a court determines any provision of this Agreement is invalid or unenforceable, that provision shall be deemed amended and enforced to the maximum extent permitted by law. Each other provision of this Agreement shall continue to be valid and enforceable.

**24. LICENSE INFORMATION:** In Alabama, Company is licensed by the Alabama Electronic Security Board of Licensure (AESBL) under license number 1939. Compliments and complaints may be directed to the AESBL, 7956 Vaughn Rd., PMB 392 Montgomery, Alabama 36116, 334.264.9388. In Texas, Company is licensed by the Texas Department of Public Safety Private Security Bureau under license number B24064901, Compliments and complaints may be directed to the Texas DPS, P.O. Box 4087, Austin, TX 78773, 800.224.5744. In Tennessee, Company is licensed by the Tennessee Alarm Systems Contractor Board under license number 2581. Compliments and complaints maybe directed to the TASCB, 500 James Robertson Pkwy Nashville, TN 37243-0565 (615) 741-2241.

Client Signature

Date

Chorus Representative Signature

Date

Service Center

I have read, understand, and agree to the Terms and Conditions, which may be updated at any time without prior notice. The current Terms and Conditions are available for review at [callchorus.com/resources/terms-and-conditions](http://callchorus.com/resources/terms-and-conditions)

Client Initials

Thank you for allowing Chorus to serve you.



# Equipment Installation Agreement

**General Provisions.** Client (Client) and Chorus SmartSecure, LLC (in Alabama) or Chorus SmartSecure Texas, LLC (in Texas) (either being Company) agree to proceed based on trust, good faith, and fair dealing. Company represents and warrants it has the expertise to perform the work as defined in the attached purchase agreement where the components, price, and location (Premises) associated with this project are detailed. Company will complete all work in a substantial and workman-like manner according to common industry standards and practice. This Agreement is solely for the benefit of Client and is not transferable. This Agreement represents the entire agreement and supersedes all prior negotiations, representations or agreements, and may be amended only by written agreement signed by both parties.

**Client To Be Present.** Client or Client's adult representative must be present while Company Team Members are on site. Client education is an important component of the equipment installation and use. Client must be present for the demonstration of equipment functionality prior to job completion. If an additional visit is required because Client is unavailable, charges may apply.

**Work Area and Alteration to the Premises.** Client shall provide and maintain a clear and accessible work area during the project. The installation may require modification to interior or exterior walls, floors, furniture, landscaping, fireplaces, and/or ceilings at the premises including drilling and/or cutting holes, driving nails and/or screws, creating attachments, or other actions deemed necessary at Company's sole discretion for the installation, service, or removal of the equipment. Client authorizes Company to install equipment at the Premises. Client represents and agrees the Client is the owner of the premises or that the owner of the Premises authorizes the installation of equipment under the terms of this Agreement.

**Payment.** To pay Chorus, I AUTHORIZE and agree that Chorus will withdraw from my bank account and/or charge my credit/debit card through an Automated Clearing House ("ACH") for any and all charges associated with this Agreement. CHORUS MAY IMPOSE A ONE-TIME LATE CHARGE FOR A PAYMENT THAT IS MORE THAN TEN (10) DAYS PAST DUE, UP TO THE MAXIMUM AMOUNT PERMITTED BY LAW.

**Programming.** Basic programming needed to operate the installed equipment and devices is included with the initial installation. Custom programming not specifically addressed in the attached agreement will require additional service call(s) at normal service call rates. Pricing options for custom programming will be discussed with and approved by the Client before programming begins.

**Loaner Equipment.** In the event of unforeseen malfunctions of equipment sold to the Client by the Company, Loaner equipment, if available, may be provided. Loaner equipment requires a prepaid deposit (which may be used as a rental fee for clients who have non-Company designed, sold, and installed systems). This service is provided "as-is." The Company makes no other representations or warranties, express or implied, including, but not limited to, implied warranties or merchantability or fitness for a particular purpose. Company expressly disclaims all other warranties. Service fees for the delivery and installation of Loaner Equipment will be charged.

**Internet, WiFi, and Permanent Electrical Power.** The performance and reliability of internet-dependent and/or WiFi-enabled devices is dependent on the Client-provided internet subscription and/or WiFi network for adequate communications to each device. Company cannot determine the functionality of each device until the device is installed and tested in its designated location. Due to inconsistencies in network reliability, Company is not responsible for wired and/or wireless devices losing network connections after installation. Devices that lose network connection after job completion may require a service call to restore the connection. This service call must be requested by the Client and is subject to normal service call rates. For final installations, permanent internet, WiFi, and electric power should be in service at the home or business. Company makes no guarantees regarding the functionality of internet-dependent devices that depend on cellular or satellite internet services.

**Equipment Provided by Client.** In some cases, Company will install or integrate equipment provided by client. All such equipment must be identified in advance on the agreement. Client must have such equipment on site at the beginning of the job. If the equipment is not present at the beginning of the job, additional charges may apply. All such equipment will be installed by Company in its current condition. Company will use its best efforts to install or integrate the Client-provided equipment. Company makes no representation as to the working conditions of the equipment and takes no responsibility for the current or future working conditions of the equipment. Company will have no liability for the maintenance, operation, non-operation, actuation, non-actuation or erroneous actuation of any Client-provided equipment components, connections, or device(s). Any required repairs will be performed on a time and material basis by Company, subject to available parts.

**BATTERY-POWERED DEVICES, INCLUDING SMOKE AND CARBON MONOXIDE DETECTORS; WIRELESS DEVICES.** Client understands all battery-powered motion detectors, smoke detectors, carbon monoxide detectors, door and window contact transmitters and other detection sensors installed under this Agreement **are not connected to the electrical system of Client's premises and require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND, AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED WHEN THE ELECTRICITY IS CUT OFF; THE BATTERY OR BACK-UP BATTERY IS LOW OR DEAD; OR FIRE CUTS OFF THE ELECTRICITY BEFORE THE ALARM IS ACTIVATED, SOUNDS AND IS TRANSMITTED.** It is Client's sole responsibility to maintain and replace these batteries. Company recommends Client regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. Company also recommends Client carefully read and follow the owner's manual, instructions and warnings for all equipment. Client also understand wireless devices, including but not limited to wireless motion detectors, door and window contacts, smoke detectors, carbon monoxide detectors, and other wireless devices installed by Company will not communicate with the alarm system and THE ALARM SYSTEM WILL NOT FUNCTION IF WIRELESS COMMUNICATION FOR THE DEVICES IS IMPAIRED. THESE WIRELESS DEVICES MAY OR MAY NOT USE ENCRYPTION AND/OR AUTHENTICATION TECHNOLOGY, AND ARE VULNERABLE TO INTENTIONAL OR UNINTENTIONAL INTERRUPTION, INERFERENCE, INTERCEPTION, CORRUPTION AND TAMPERING. It is Client's sole responsibility to monitor and replace all detectors before or at the end of their useful lives.

**Warranty.** Other than as provided herein, Chorus warrants all labor, installation, and programming for 90 days following the date of installation. Chorus will support any manufacturer's warranty that extends beyond the initial 90-day term. However, additional labor charges may apply. This warranty does not cover damage caused by a) additional equipment installed or programmed by other parties including the Client, b) improper, abnormal, or unreasonable use of equipment or systems, c) modifications, repairs, or alterations performed by third parties, d) power surges and/or other electrical anomalies or e) acts of god or nature such as lightning strikes, floods, earthquakes, tornadoes, unplanned extended operations in unconditioned environments, or other accidents.

**Limitation of Liability.** Company's liability shall not exceed the amount payable as fees by Client under this Agreement, whether such liability arises in contract, tort, warranty, or under any statute or any other basis for special, incidental, indirect, punitive, multiple or consequential damages sustained by Client or any other arising out of Company's performance or failure to perform its obligations relating to the Client's project, whether or not foreseeable and whether or not Company is advised of the possibility of such damages. In addition, in no event shall Company be liable for damages arising from or relating to loss of use, loss of data, downtime, or loss of revenue, loss of profits, goodwill or business or any other financial loss.

**Attorneys' Fees.** If any payment due under this Agreement is not received within sixty (60) days of project completion, and legal action is brought by Company for collection of such payment, Company shall be entitled to reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which Company may be entitled. Default by Client. In the event, (a) Client does not perform its obligations under this Agreement and does not correct the default within three (3) days of written notice by Company, or (b) Client becomes bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed, or (c) if the work is stopped because of a court order, then Company may cease work and treat the Agreement as repudiated on the occurrence of the default. In such an event, an accounting shall be made between the parties, and Company shall be entitled to payment for such parts of the work as are completed at the time of Client's default. In addition, Company shall be entitled to retrieve all equipment Client has not paid for.

**Default by Company.** In the event, (a) Company does not perform the work in accordance with the terms of this Agreement and does not correct the default within 120 days of written notice by Client, or (b) Company becomes bankrupt or makes a general assignment for the benefit of the creditors, or if a receiver is appointed, the Company may finish the work in accordance with the plans and specifications as Company may deem expedient, but without undue delay or expense. In such an event, Company shall be entitled to any further payment under this Agreement, but upon completion of the work, an accounting shall be made between the parties. If the unpaid balance on the Agreement price shall exceed the expense of finishing the work, Client shall pay Company for such parts of the work as were payable or completed at the time of the default. However, if such expense shall exceed such unpaid balance, Company shall pay the difference to Client.

**Damage to Work.** In the event work already performed is damaged by any cause beyond Company's control, all work necessary to replace work performed shall be considered additional work to be paid for by Client as additional work.

**LICENSE INFORMATION:** In Alabama, Company is licensed by the Alabama Electronic Security Board of Licensure (AESBL) under license number 1939. Compliments and complaints may be directed to the AESBL, 7956 Vaughn Rd., PMB 392 Montgomery, Alabama 36116, 334.264.9388. In Texas, Company is licensed by the Texas Department of Public Safety Private Security Bureau under license number B24064901, Compliments and complaints may be directed to the Texas DPS, P.O. Box 4087, Austin, TX 78773, 800.224.5744. In Tennessee, Company is licensed by the Tennessee Alarm Systems Contractor Board under license number 2581. Compliments and complaints maybe directed to the TASCB, 500 James Robertson Pkwy Nashville, TN 37243-0565 (615) 741-2241.

Client Signature

Date

Chorus Representative Signature

Date

Service Center

I have read, understand, and agree to the Terms and Conditions, which may be updated at any time without prior notice. The current Terms and Conditions are available for review at [callchorus.com/resources/terms-and-conditions](http://callchorus.com/resources/terms-and-conditions)

Client Initials