



## LIMITED WARRANTY ON SALE

1. In the event that any part of the security system or equipment provided by INNOVATIVE HOME TECHNOLOGIES LLC (hereinafter referred to as "Alarm Company" or "IHT") becomes defective, or in the event that any repairs are required, IHT agrees to make all repairs and replacement of parts without costs to the Subscriber (refers to subscriber or customer) for a period of ninety (90) days from the date of installation. IHT reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, reprogramming, damage by lightning, electrical surge, wire or foil breaks. IHT is not the manufacturer of the equipment and other than IHT's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, IHT makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. IHT does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. IHT expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than IHT. IHT shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by IHT shall not be deemed to create an express warranty unless included in this contract in writing; that Subscriber is not relying on IHT's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that IHT has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for IHT's breach of this contract or negligence to any degree under this contract is to require IHT to repair or replace, at IHT's option, any equipment which is non-operational. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, IHT will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

## GENERAL PROVISIONS

2. **DELAY IN INSTALLATION:** IHT shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including IHT's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

3. **ALTERATION OF PREMISES FOR INSTALLATION:** IHT is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in IHT's sole discretion for the installation and service of the security system, and IHT shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement. Subscriber agrees, that the Subscriber is responsible, and IHT is not responsible for patching or filling holes, sanding, staining, and painting any walls, ceilings, or floors that become damaged as a result of installation or service provided by IHT.

4. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power and electrical outlets and receptacles, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by IHT.

5. **EXCULPATORY CLAUSE:** IHT and Subscriber agree that IHT is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though IHT does not guarantee that no loss will occur. IHT is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury, data corruption or inability to retrieve data, or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by IHT's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases IHT from any claims for contribution, indemnity or subrogation.

6. **LIMITATION OF LIABILITY:** Subscriber agrees that should there arise any liability on the part of IHT as a result of IHT's negligent performance to any degree of failure or perform any of IHT's obligations or equipment failure, or strict products liability, that IHT's liability shall be limited to the sum of \$250.00 or 5% of the sales price, whichever is greater. If Subscriber wishes to increase IHT's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with IHT's increased liability. This shall not be construed as insurance coverage.

7. **IHT'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that IHT is authorized and permitted to subcontract any services to be provided by IHT to third parties who may be independent of IHT, and that IHT shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, except that IHT shall not obligate Subscriber to make any payments to such third parties. Subscriber appoints IHT to act as Subscriber's agent with respect to such third parties, except that IHT shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges, that this agreement, and particularly those paragraphs relating to IHT's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and central offices of IHT.

8. **NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of IHT assigned by IHT to perform any service for or on behalf of Subscriber for a period of two years after IHT has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, IHT shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with IHT, times twelve, together with IHT's counsel and expert witness fees.

9. **WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high speed internet access at Subscriber's premises. IHT does not provide internet service or maintain internet connection or wireless access, computer, smart phone, electric current connection or supply, or the remote video server. In consideration of Subscriber making its monthly payments for access to IHT online account management website, IHT will provide Subscriber with a unique passcode which will access IHT website, accessing Subscriber's security system. IHT is not responsible for Subscriber's access to the internet or any interruption of service or down time of remote access. Subscriber acknowledges that Subscriber's security system can be compromised if the internet codes or devices used for access are lost or accessed by others and IHT shall have no liability for such third party unauthorized access. IHT is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs.

10. **SERVICE:** Service includes all parts and labor. Subscriber agrees to pay IHT on a per call basis and Subscriber agrees to pay IHT for all parts and labor at time of service. IHT shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without IHT's written consent.