



AT&T DIGITAL LIFE CUSTOMER AGREEMENT SUMMARY

Welcome to Digital Life!

Please read the attached customer agreement carefully. After your review, we will ask you to electronically accept the agreement. The agreement is the controlling document between you and AT&T. This summary provides you with a reference to key terms for your convenience only.

- AT&T, and AT&T's authorized agents and contractors, will provide you with equipment, software and services for security monitoring, automation, and other optional services and features. You can access Digital Life service from other locations and by using other devices such as a tablet or a wireless phone. *Sections 6, 7, and 12.*
- You must follow the AT&T policies that apply to the services you select. AT&T policies are available online. *Section 2.*
- To receive Digital Life you need access to both the AT&T wireless network and the Internet. We also need a contact phone number and a current email address. We will communicate with you electronically and through the Digital Life App throughout our service relationship. *Sections 5, 6.*
- AT&T may provide You with the ability to enable location based services on the Digital Life App. *Section 6.2*
- If you receive alarm monitoring services, we will monitor alarm signals after your Digital Life equipment has been installed and tested. We send alarm signal information over the AT&T wireless network, and we use your broadband service as a backup path for alarm signals. *Section 10.*
- Our goal is to provide you excellent customer service using commercially reasonable skill and care, and we hope you enjoy using our service. We cannot promise you that our monitoring center will always receive alarm signals, that our monitoring center agents will be able to reach an emergency responder in response to every alarm signal, or that our monitoring service will prevent every possible disaster. Because we cannot make this promise to you, this Agreement limits our potential liability to you and your remedies in the event of a dispute. Please consider home or renters insurance as an additional way to protect your personal property. *Sections 10, 21, 23–26.*
- We hope we address all of your service needs. If we have a dispute, we agree to resolve it using individual arbitration instead of a jury trial or class action. *Section 22.*
- You agree to notify us about any issue with your equipment installation within at least 14 days from installation, and we ask you to tell us about any other dispute within at least 1 year from the time the dispute arose. *Sections 7, 27.*
- A 2 year contract is required for Digital Life. After 2 years, we will continue to provide you service on a month to month basis. If you cancel service after 14 days and before the end of the 2 year term, an early termination fee of \$720 applies with a \$30 reduction for each month you receive services. *Sections 14-16.*

- You can buy additional equipment at any time, by adding a package, which is a uniquely priced group of equipment we provide at a subsidized price or by buying individual pieces of equipment that are not part of a package. Each time you buy additional equipment, either in packages or individually, you will have 14 days after the installation date of the newly purchased equipment to return it. If you bought equipment in a package and decide to return it, you must return all items from the package. If you buy equipment that you self-install, your shipping date is your installation date. *Sections 15-16.*
- When you buy additional equipment as part of a package, your 2-year agreement term will restart from the date you bought the additional equipment. After 14 days from the installation date of a new equipment package, you can only return defective equipment. After 14 days from the installation date of a new equipment package, you may cancel all service subject to an ETF of \$720 minus \$30 for each full month you receive service. *Sections 15-16.*
- We have a 14 day service cancellation and equipment return policy, less any applicable equipment restocking fees. After installation, we do not uninstall certain equipment. *Section 15.*
- We are committed to provide you with working equipment, and we will repair or replace equipment that fails to operate, subject to the details in your agreement. *Section 28.*
- We bill for our services monthly. If you think there is a problem with your bill, please tell us within 100 days from the date of the bill. If you do not pay your bill, we will not continue to provide you with service. *Section 18.*

AT&T DIGITAL LIFE CUSTOMER TERMS AND CONDITIONS (“AGREEMENT”)

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION, INCLUDING OUR USE OF YOUR LOCATION INFORMATION AND PERSONAL INFORMATION (SEE SECTION 6). THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. Who are the Parties to This Agreement?

This Agreement is between You and AT&T Digital Life, Inc., P.O. Box 2682, Norcross, GA 30071, 1-855-288-2727. You acknowledge that You are at least 18 years old, You have the authority to consent to this Agreement, and that Your acceptance of this Agreement will not violate any other agreement. “You” or “Your” include any person that buys, uses, or registers the Equipment and/or the Service(s) described below, and specifically includes any Authorized Users, any person that is given access to an account or sub-account, and any other beneficiary of the Equipment and/or Services. “The Company,” “we,” “our,” “us,” or “AT&T” refers to AT&T Digital Life, Inc. and includes our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns.

2. What Documents Make Up This Agreement?

These Terms and Conditions, including either a Customer Service Summary (“CSS”) or an Order Summary with monthly rate information, the Installation Checklist, the AT&T Acceptable Use Policy available at <http://att.com/aup>, the AT&T Privacy Policy available at <http://att.com/privacy>, AT&T Digital Life service policies available at <http://att.com/DLpolicies>, and any other documents expressly referred to herein together make up the complete agreement between You and AT&T (the “Agreement”) and supersede any prior agreements relating to the subject matter of this agreement. You understand that acceptable use, privacy, and service policies will change from time to time and You agree that the Acceptable Use Policy, AT&T Privacy Policy and the Digital Life service policies may be revised periodically by posting a new version of policies on the websites identified above.

3. How are the Terms and Conditions of this Agreement Accepted by the Parties?

Both parties will have accepted this Agreement and will be bound by its terms after You electronically accept this Agreement. Electronically generated signatures are binding on both parties. You agree that an electronic copy of this Agreement is legally equivalent to the original for all purposes. If you have purchased, registered and/or activated Equipment and/or Services for use by anyone else, You acknowledge that You have accepted this Agreement on that person’s behalf, and that person is legally bound by this Agreement.

4. Your Account and Account Security

In order to provide Service to You, You agree to register online to establish a personal AT&T Account. You, and only You, are responsible for the security of the passwords You use to access Your Services. You agree to keep confidential all passwords and other account identifiers and You are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality or from any activities resulting from You allowing others to use Your passwords. You agree to let us know immediately if any passwords are lost or stolen. We are not liable for any damages arising from a lost, misplaced, or stolen password. If You have forgotten or want to change Your password, You may reset Your password online at <http://www.att.com/DLlogin> or You may contact us at 1-855-288-2727 to obtain a temporary password.

Sub-accounts

You may create up to 10 sub-accounts under Your main account, for others in Your household (each sub-account will have a separate password and ID). Main account holders are responsible for all activity on their main account and on any and all sub-accounts. Violations of this Agreement in a main account or in a sub-account can result in suspension or termination of the main account and all associated sub-accounts. Sub-account activity is accessible in the main account. Main account holders can reset sub-account passwords and IDs and can delete and recreate sub-accounts. You agree to advise all sub-account holders that the main account holder can have access to all aspects of their sub-account, and to advise all sub-account holders of the terms of this Agreement. All sub-account holders can therefore have no expectation of privacy vis-à-vis the main account holder with regard to any aspect of the sub-account. You are solely and fully responsible and liable for all activities that occur under Your AT&T account and any sub-account You create.

5. Consent to Electronic Contact; How AT&T Communicates with You

It is important that AT&T be able to contact You from time to time. To assist AT&T in reaching You, You agree to give us an email address (Your “Primary Email Address”) and a contact phone number. You consent to receive emails at Your Primary Email Address for any purpose relating to this Agreement. You also consent to receive information through the Digital Life App. You agree that we may call You at the phone numbers You supply us, and that calls may be made using any method, including automatic telephone dialing systems, an artificial or recorded voice, or via text or email messages sent to a wireless device. If Your wireless provider charges You for text or email messages, You are responsible for any such charges. You also represent and warrant that when You provide us with a phone number or an email address for Yourself or for anyone else that You and any individuals you have included as contacts consent to receive service related text messages, phone calls, emails about your Digital Life Services during the term of this Agreement.

You must notify us immediately if Your Primary Email Address or phone number changes. You agree to regularly check Your email for communications from us.

If a third party, such as one of your emergency contacts, makes a claim against us in the future stating AT&T did not have permission to call, email or send a text message relating to Your Services, You agree to indemnify us from any such claims.

6. Terms Related to Equipment, Software, and Services

Pursuant to this Agreement, we will provide You with Equipment, Software, and Services. “Equipment” refers to all of the products You buy from us to access and use the Services, including the Digital Life Controller (“DLC”), sensors, cameras, door locks, panic buttons, any tablet device (“tablet”) and other devices, but does not include any existing Inside Wiring at the Premises. “Services” refers to alarm monitoring and any automation or other optional services You buy from us. “Premises” refers to the location where the Equipment is installed as identified on the Installation Checklist.

We will give You receipts when You buy Equipment. We will also include packing lists when we ship Equipment to You. For Equipment we ship, You will own the Equipment when it is installed, is operational, and is communicating with AT&T’s monitoring center, subject to Sections 13 and 15 below. The Equipment we install will be listed on Your Installation Checklist (“Checklist”), in addition, You may purchase and self-install Equipment, and You may purchase and have another professional install Equipment for You. You can review the Equipment You are using with Your Services by accessing Your AT&T Account online. If Your monthly rates change because You decide to add Equipment and/or Services, You will receive an updated CSS, Order Summary, or other written confirmation, and the changed rates will be reflected on your monthly bill.

You agree to use the Equipment only for the Services pursuant to this Agreement and You agree You won't make any modifications to your Equipment or its programming to enable the Equipment to operate on any other system. We will repair or replace damaged Equipment as explained in Paragraph 29; however, repair or replacement of Equipment may delete stored content, reset personal settings, or otherwise alter the Equipment. We may inspect, remove and/or change the Equipment in our reasonable discretion at any time the Services are active or after termination of this Agreement. Any addition, removal, change, or update to the Equipment may interrupt Your Services. If the Equipment becomes damaged due to Your intentional acts or negligence, including the intentional acts or negligence of any individuals that you designate as having the authority to make changes to Your account ("Authorized Users"), as reasonably determined by us, You will be responsible for paying for the repair or replacement of the Equipment. You agree that if You, or any Authorized Users, attempt to install or use the Equipment or Services at a location other than the Premises, the Services may fail or function improperly. If you resell the Equipment, you have no ownership in and cannot sell any Software included in the Equipment, which means the Equipment may not function. AT&T has the sole and absolute discretion to activate Software to enable the operation of Equipment. You agree that only AT&T or our agents may service the Equipment.

The Services and Equipment use and include certain software and/or firmware (collectively, the "Software"). Your use of the Equipment constitutes Your consent to any license terms associated with the Equipment or Services. We may provide Software upgrades, updates, or supplements. You agree that we have the unrestricted right, but not the obligation, to upgrade, update, or supplement the Software at any time. Although unlikely, Software upgrades, updates, or supplements could reset Your Equipment and erase saved preferences and stored content. **YOU UNDERSTAND AND AGREE THAT WE WILL NOT RECEIVE ALARM SIGNALS, NOTIFICATIONS, AND ALERTS DURING A SOFTWARE UPDATE.**

The Services and Equipment use the AT&T wireless data network ("network"). The Premises must be located within the network coverage area to receive Services. You must have broadband Internet Access ("broadband service") in the Premises to receive Services. If Your broadband service provider charges You for data usage, You are responsible for any such charges. Your Services include a data usage allowance, set forth in the service policies available at <http://att.com/DLpolicies>. If you fail to maintain broadband service, your continued use of Service without a back-up broadband signal is at your own risk.

6.1 Voice/Audio Interface ("interface")

AT&T may provide You with the ability to use an interface that allows You to interact with Your Services and the Equipment using Your voice and which also includes the capability of providing audio announcements. The interface will be available in English only. When You use the interface, Your voice will be recorded and sent to AT&T to convert Your speech into signals that process Your requests. Your User Data will also be used by AT&T to improve the functionality of the interface so that it better understands and recognizes Your voice. **By using the interface, You agree and consent to AT&T's and its affiliates and agents' transmission, collection, maintenance, processing, and use of Your voice input and User Data, to provide and improve the interface.**

6.2 Location-Based Services

AT&T may provide You with the ability to enable location based services on the Digital Life App to identify Your physical location as well as the location of Authorized Users, third parties, and/or devices (including, but not limited to wireless phones and global positioning system ("GPS") devices such as GPS trackable devices, GPS wearable devices, and GPS vehicle devices) of Authorized Users ("Location-Based Services"). You will have the option to enable

and disable Location-Based Services based on Your personal preferences. If You enable Location-Based Services, location information about You, Authorized Users, third parties, and/or devices will be identified, collected, and will be visible in the Digital Life App.

6.3 Information Sharing; Recording Conversations

You understand and agree that in connection with employee training, quality control, and the provision of Services, we may monitor and/or record calls between You and AT&T and between You and AT&T's employees and agents. You also understand and agree that if we receive an alarm signal or alert, that we may monitor, record and maintain communication with You and the monitoring agents responding to the alarm or alert. You understand and agree that we may share information, including personal information such as Your name, address, contact numbers and/or recordings of calls with emergency responders or with Your emergency contacts as we reasonably believe is necessary or would be helpful in providing You with assistance.

6.4 Can AT&T Change My Terms and Rates?

This Agreement may be updated or changed from time to time. You can review the most current version of this Agreement at any time at www.att.com/dlpolicies. If we make a change to this Agreement that has a material impact on Your Services, You will be provided notice of that change pursuant to Section 5 of this Agreement. Your continued use of the Services following such notice constitutes Your acceptance of those changes. If You do not wish to continue using service within thirty (30) days after notice of a material change, then You may terminate this Agreement effective thirty (30) days after our receipt of Your written notice of termination, and You will not have to pay any Early Termination Fee, as described in Section 16 below.

6.5 Special Arrangements

You may receive Services through a special arrangement with Your property owner, homeowners association, or property manager (collectively, "property manager"). If You have such an arrangement, this Agreement shall apply to the Services You receive from AT&T, except that AT&T may not directly charge You for certain Services and/or Equipment provided to You as part of the special arrangement. You will be responsible for any fees and charges associated with Services or Equipment that are not part of the special arrangement. Any separate agreement with Your property manager is outside of this Agreement and AT&T is not responsible for, nor bound by such terms. If any special arrangement with Your property manager terminates, You will continue receiving service under this Agreement.

6.6 Business or Government Benefits

You may receive or be eligible for discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government customer's agreement with us ("Business Agreement"). All such Benefits are provided to You solely as a result of the corresponding Business Agreement, and may be modified or terminated without notice. Additional information about any such Benefits is available at <http://www.wireless.att.com/businesscenter>, which terms are incorporated by reference. If a business or government entity pays for Your Services, You authorize us to share Your account information with it or its authorized agents. If You receive certain Benefits tied to a Business agreement with us, but You pay Your own charges, then You authorize us to share enough

account information with the business entity or its authorized agents to verify Your continuing eligibility for Benefits.

6.7 Trial Services

From time to time, AT&T may make trial services or trial equipment available to customers. If You are eligible for and/or receive trial services, such trial services are subject to the terms and conditions of this Agreement, have limited availability, may be withdrawn at any time, and will be subject to any additional confidentiality restrictions as well as data collection terms and conditions as provided to trial participants and posted on any applicable trial websites.

7. Equipment Installation by AT&T or its Authorized Subcontractors

We, or our authorized contractors, will install the Equipment listed on the Checklist in a workmanlike manner, and You agree to pay all applicable installation and activation charges. You will provide AT&T and our contractors with reasonable access to the Premises in order to install, maintain, and repair the Equipment and You authorize any other adult at the Premises to grant access to the Premises for these purposes. If we determine that it is necessary to drill, cut, add or remove, or otherwise alter the Premises (including Inside Wiring, walls, flooring, and/or other surfaces) (“alterations”), to provide Services to You we will discuss such work with You and obtain Your permission to make alterations we deem appropriate for the work to be performed. If You wish to restore any alterations to their original condition, You understand that is Your responsibility. You represent that You have the authority to grant AT&T and its contractors with access to the Premises and to authorize the installation, maintenance, and repair of Equipment, including any necessary alternations to the Premises. You further agree that any adult at the Premises at the time of installation has Your permission and authority to authorize any necessary alternations, accept, add to, or change Equipment selections, and to acknowledge and accept the Checklist at the completion of the Equipment installation. If You do not own the Premises, or the Premises are part of a multi-tenant environment (e.g., townhome, condominium, private subdivision, or apartment) You warrant that You have obtained permission from any necessary party, including, but not limited to, the owner, landlord, or building manager, to allow AT&T and its contractors reasonable access to install, maintain, and repair the Equipment, provide Services and to make any alternations AT&T deems appropriate. If a third party, such as a property owner, tenant, occupant or landlord, or any other third party, makes a claim against us in the future for any alterations we or our contractors perform, or for installing the Equipment at the Premises, You agree that You will be financially responsible for any such claims.

You agree to provide a 3 prong grounded electrical outlet at designated locations for equipment using AC power and You also agree to provide for lifting and replacing carpeting, if required. We will try to conceal wiring; however, there may be areas where we determine, in our reasonable discretion, that it would be impractical to conceal wiring and in such cases, wiring would be exposed. If You cannot provide a 3 prong grounded electrical outlet at the designated location, or You require special arrangements to conceal wiring, or You require special arrangements for installation, such requests will constitute an extraordinary installation, subject to additional charges as set forth in the AT&T Digital Life service policies available at <http://att.com/DLpolicies>.

We will provide You with instructions in the proper use of the Equipment and Services after installation.

You must notify us in writing of any problems with the installation within fourteen (14) days after the completion of installation or You will be deemed to have accepted it.

8. Self-Installation or Installation by Customer's Contractor

We may provide You with options to self-install Equipment or to arrange for another professional to install Equipment during the Term of this Agreement. You agree to follow our instructions regarding any such installation options, which instructions will be made available at <http://www.att.com/DLsupport>. You agree that You or Your contractor are ultimately responsible for the installation work You or they perform, and You agree not to make a claim against us relating to such work.

9. Takeover of Existing Alarm Systems

If we take over the operation of any existing alarm equipment that You have, You agree to pay any applicable charges for taking it over. You represent that any such equipment is and remains Your property. We may, in our reasonable discretion, elect not to take over all or any portion of existing equipment if it does not work with the Equipment and Services. Any existing equipment or software that we did not provide You is Your responsibility; You will be responsible for support and any ongoing maintenance or management. We reserve the right to terminate Services if Your existing equipment is not in good operating condition and we will not be liable for any damages or penalties as a result of termination under such circumstances, or otherwise.

10. Monitoring Services

We will monitor signals from the Equipment during the term of this Agreement. After the Equipment is installed, is operational, and is communicating with AT&T's monitoring center, we will place your account into a twenty-four (24) hour test status, or, the interval for test status required by applicable municipal, local, or state law. Monitoring will begin following the completion of the initial test status. You agree to provide us with emergency contact information and to update that information. You agree that any person that You have designated as an emergency contact is authorized to act on Your behalf, and has the authority to cancel an alarm prior to the notification of emergency responders. We are entitled to rely on Your emergency contact information and the instructions of any such person(s). You acknowledge and agree that we may be subject to applicable laws and industry standards designed to reduce false alarms, and that these may result in practices and procedures that delay either the notification of emergency responders, or other verification procedures in response to monitored alarms. You agree that we may, in our reasonable discretion, attempt to contact You and/or persons identified as verification or emergency contacts to verify that a signal is not a false alarm. **IF WE HAVE REASON TO BELIEVE THAT NO EMERGENCY CONDITION EXISTS, WE MAY ELECT, IN OUR REASONABLE DISCRETION, NOT TO DISPATCH EMERGENCY AUTHORITIES AND/OR NOT TO FOLLOW THE NOTIFICATION OR VERIFICATION PROCEDURES UTILIZED FOR EMERGENCY CONDITIONS.** We shall not be liable for any failure to contact You or any person identified as an emergency contact.

We may, without advance notice, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind our response policies and procedures. Also if any Equipment relays or records three (3) or more false alarm signals within a twenty-four (24) hour period, we may place the System in test status. **DURING THE DURATION OF ANY TEST STATUS PERIOD, WE MAY NOT BE ABLE TO PERFORM MONITORING.**

You understand that (a) the Equipment primarily communicates with our monitoring center over the network; (b) communications over the network may be interrupted, delayed or otherwise limited for a variety of reasons, including insufficient cellular coverage, environmental conditions, unavailability of radio frequency channels, system capacity, and priority access by emergency responders in the event of a disaster or emergency. You understand that insufficient cellular coverage or other network-related problems may result in an inability to place a call, detect an emergency condition and/or properly locate you in the event of an emergency. You understand that no form of monitoring is error-free and that we are not responsible for any interruption of Services due to network outages, faulty equipment, faulty

transmission, power outages, other interruptions in wireless service or broadband service, systems that have been tampered with or any damage or destruction to our equipment or facilities. We are not required to supply monitoring service to You while any such interruption continues.

You understand that the Equipment is equipped with backup broadband service capability (which broadband service includes VoIP, DSL, cable modem or other broadband transmission options) for alarm signals. You agree to maintain broadband service at the Premises during the term of this Agreement. If You fail to maintain broadband service at the Premises You will not have a backup path for alarm signals, and Your alarm signals will only be transmitted over the AT&T network. Any broadband service will be maintained, provided, and serviced solely by the applicable broadband service provider, which may include an AT&T affiliate. We cannot guarantee that any backup broadband service will be continuous or error-free. Broadband service may be affected by faulty or failed equipment, weather conditions, power outages, upgrade or maintenance work, or other interruptions in service, and any such conditions or changes to these transmission systems may disrupt backup broadband service.

YOU UNDERSTAND AND AGREE THAT WE WILL NOT RECEIVE ALARM SIGNALS FROM THE EQUIPMENT IF THE NETWORK AND ANY BACKUP BROADBAND SERVICE IS NOT WORKING PROPERLY, SIGNALS ARE INTERRUPTED, OR IF CHANGES IN EITHER THE NETWORK OR IN BROADBAND SERVICE PREVENTS THE EQUIPMENT FROM COMMUNICATING WITH THE MONITORING CENTER. YOU ARE RESPONSIBLE FOR TESTING THE EQUIPMENT REGULARLY, AND FOR TESTING THE EQUIPMENT AFTER ANY STORM, POWER OUTAGE, NETWORK OUTAGE, BROADBAND SERVICE OUTAGE OR WHEN ANY CHANGES ARE MADE TO THE NETWORK OR TO YOUR BROADBAND SERVICE, IN ORDER TO VERIFY THE CONTINUED FUNCTIONING OF THE EQUIPMENT.

You are responsible for complying with any applicable requirements to test the Equipment, including notifying the local emergency responders, if applicable. You will immediately notify us if You are having any problems with the Equipment or the Services. You are also responsible for ensuring that Equipment has adequate power and is properly charged; low battery may result in the inability to send a signal, detect a signal, and/or properly locate You in the event of an Emergency.

You acknowledge that AT&T's Services are not a replacement for regular contact with caregivers and that monitoring is not a substitute for an emergency call. If You experience an emergency that causes actual or potential injury, do not wait. Instead, call 911 if You are able, and in an emergency, provide the monitoring or response team with as much information as possible regarding Your location. You further acknowledge that neither AT&T nor its employees or agents provide medical advice. You should always consult Your physician or other healthcare professional with any questions regarding any physical or mental health condition.

You understand that, if You receive notice that an alarm signal has been received by us, 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 property owner, tenant, occupant, landlord, or other third party, makes a claim against us in the future based on any responding authority forcibly entering the Premises, You agree that You will be financially responsible for any such claims.

11. Permits Related to Equipment Installation and Monitoring

Some municipalities or local government authorities require alarm customers to have valid alarm permits. If the Premises are located in an area that has an alarm permit requirement, You must comply with all applicable permitting requirements relating to the Equipment and Services. You agree to provide us with any alarm permit number and such other information as we may request from time to time. If we are required to file for permits on Your behalf, or if, in the absence of any such requirement we elect to file for permits on Your behalf, You agree to cooperate and authorize us to make any such filings and You agree that we may charge You and You will pay any applicable permit fees we incur on Your behalf.

12. Video Solution and Cameras

If You order our video solution, You will receive indoor and/or outdoor cameras which become part of the Equipment. You must have broadband service for Your video solution to work. The video solution allows You to connect to the Equipment and view the Premises via video over the Internet at any time, including when You are not physically present in the Premises. Some cameras may include the ability to record sound or voices as well as to record images. You will be able to control Your Equipment, and will have the ability to enable and disable any audio and video recording features, set alerts and send videos or pictures from the Equipment in the Premises over the Internet to another device, such as a wireless phone. You will also have up to 250 Mb of storage available for videos and pictures. You agree that You will keep Your Equipment in unobstructed visible locations and will not use the Equipment to record sound or images or to view images in locations where there might otherwise be an expectation of privacy. You will not view, capture, store, or provide access to sound or to an image in a manner that violates the personal privacy of another individual. You are responsible for pictures and videos transmitted to third parties from the Equipment provided with Your video solution. You are responsible for any back-up and restoration of pictures and videos. We are not responsible for the loss of any pictures or video or for the back-up or restoration of any pictures or video. AT&T does not guarantee the quality of service for any videos or pictures sent over the Internet, either by mobile device or by personal computer. Image quality may be impacted by available bandwidth and network speeds that AT&T cannot control.

13. Legal Compliance

You expressly agree that You are subject to and will comply with all applicable laws and regulations related to your use of the Services and the Equipment, including, without limitation, wiretapping, eavesdropping, privacy, voyeurism, child pornography or similar laws, and that Your use of the Services and Equipment is at Your own risk. You are solely responsible, and we shall have no liability whatsoever, for any and all pictures, sounds, audio, video or other data that You, or anyone You should reasonably expect to use the Equipment at the Premises, upload, download, monitor, record, store, post, email, transmit, disclose or otherwise make available using the Equipment or the Services.

You acknowledge and agree that AT&T may record, store, and, where necessary in order to provide the Services, disclose, oral communications made by You and third parties on the Premises. You consent to such recording, storage and disclosure, on behalf of Yourself and any minor children for whom You are the parent or legal guardian. You further agree that You have obtained consent to such recording, storage and disclosure from any other individuals who live at, work at, or frequent the Premises, including consent on behalf of any minor children for whom such individuals are the parents or legal guardians.

You acknowledge that different laws that apply to recording sounds and images. You are responsible for checking applicable law before using the Equipment. Some states require both parties to consent to any recorded conversation. You agree to inform any third party that enters the Premises (except

individuals that trespass) that the Premises may be monitored and recorded, through audio and video, and that such recordings may be stored, and where necessary in order to provide the Services, disclosed, You agree to obtain the consent of any third party who enters the Premises to such recording, storage and disclosure, on behalf of such third party and any minor children for whom such party is the parent or legal guardian, to the extent such individuals and minor children are on the Premises.

You acknowledge that AT&T may be required by applicable law to disclose communications and records stored by AT&T, including communications related to your use of the Services and the Equipment, to government agencies, law enforcement, or third parties pursuant to court orders or other legal process. You consent to such disclosure.

The Software, Services, and Equipment are protected by trademark, copyright, patent and/or intellectual property laws and international treaty provisions, with which You agree to comply. You are granted a limited, personal, non-transferable, non-exclusive, and revocable right to use the object code of the Software. You shall not take any action nor allow anyone else to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to disclose any Software source.

You agree to comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Access Control (OFAC) of other United States or foreign agency or authority, and shall not export or allow the export or re-export of the Software in violation of any such restrictions, laws, or regulations. By downloading or using the Software, You represent that You are not located in, under the control of, or a national or resident of a restricted country.

14. Term

The Term of this Agreement begins when the DLC is installed and continues for two (2) years (“Term”). **AT THE END OF THE TERM, THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL TERMINATED BY YOU OR BY AT&T. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE APPLICABLE TERM.** If you buy additional Equipment from us at a subsidized price after the Term begins, you agree to restart the Term from the date of such purchase.

15. Getting to Know Us Period, Equipment Returns, Termination

You may terminate this Agreement without incurring an Early Termination Fee, within fourteen (14) days after Your initial Equipment installation; PROVIDED You first give us an opportunity to address any installation or service-related concerns. If we cannot satisfactorily address Your concerns, we will terminate the Agreement and end monthly service. If service is cancelled either before installation or within 14 days of installation, any upfront appointment or activation fee will NOT be refunded and you agree to return to AT&T all Equipment you purchased. Equipment returns must be in good working order and include all original parts. If you fail to return the Equipment, AT&T will bill you the non-subsidized price of the equipment you received. The non-subsidized price of equipment varies depending on the Equipment choices and Services You ordered. If You do not return the Equipment and you do not pay for the Equipment, AT&T will send any outstanding and unpaid bill to collections. A restocking fee up to \$99 applies if Equipment has been installed, all parts are not returned, or an AT&T authorized technician is required to remove Equipment. AT&T does not remove all Equipment. If we do not uninstall certain Equipment, you may still cancel monthly service, but you will be responsible for removing and returning Equipment for a refund of one-time charges, less any applicable restocking fees as set forth in the Returns Policy and Early Termination Fee available at <http://att.com/DLpolicies>.

You can buy additional equipment at any time. You can add a package, which is a uniquely priced group of equipment we provide at a subsidized price or you can add individual pieces of equipment that are not part of a package. Each time you buy additional equipment, either in packages or individually, you have 14 days after the installation date of the newly purchased equipment to return it. If you bought equipment in a package, you must return all items from the package. If you buy equipment that you self-install, your shipping date is your installation date.

16. Early Termination Fee

If You terminate Services before the end of the Term, You will pay an Early Termination Fee ("ETF"). Your maximum ETF will be \$720; which will be reduced by \$30 for each full month You maintain Services before termination, subject to the paragraph below. The ETF is not a penalty; it is a charge to compensate us for Your failure to maintain Services for the Term. It also provides an alternative method of performance of Your obligation to pay the monthly service fee.

When you purchase additional equipment as part of a package, the 2-year Term of your agreement, including the application of the ETF, will restart from the date you purchase the additional equipment. After 14 days from the installation date of a new equipment package, you can only return defective equipment. After 14 days from the installation date of a new equipment package, you may cancel all Digital Life service subject to an ETF of \$720 minus \$30 for each full month you receive service.

You will also be charged an ETF if we terminate Your Services for nonpayment or default before the end of the Term or if You terminate Your Services for any reason other than (a) in accordance with the cancellation policy; or (b) pursuant to a change of terms or conditions as set forth below.

17. Termination

Either party may terminate this Agreement at any time after the Term ends with thirty (30) days notice to the other party. We may terminate this Agreement at any time without advance notice if we cease to provide Services in Your area. We may suspend or terminate Your Services without advance notice:

- a) for any conduct that we reasonably believe violates this Agreement or AT&T's Acceptable Use Policy.
- b) for any conduct that involves the use of abusive, derogatory, insulting, threatening, harassing, vulgar or similarly unreasonable language or behavior directed at any of our employees or representatives whether it be in person, over the phone, or in writing; .
- c) if we discover that You are underage.
- d) if You fail to make all required payments when due.
- e) if we have reasonable cause to believe that Your Equipment is being used for an unlawful purpose; in addition, we reserve the right to contact law enforcement or, in our sole discretion and without advance notice, to immediately disable the Services. We are required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of the child pornography laws. We reserve the right to report any such information, including the identity of users, account information, images and other facts.
- f) if Your use of the Equipment or the Services: (i) is harmful to, interferes with, or may adversely affect our Services or the network of any other provider, (ii) interferes with the use or enjoyment of Services received by others, (iii) infringes intellectual property rights

of AT&T or others, (iv) results in the publication of threatening, offensive, or illegal material, or (v) spam or other abusive messaging or calling, a security risk, or a violation of privacy.

- g) if You provided inaccurate or misleading credit information.
- h) we believe Your credit has deteriorated, You refuse to pay any requested advance payment or deposit, and/or we believe there is a risk of non-payment.
- i) if You modify Your Equipment from its manufacturer's specifications.
- j) You expressly agree that once You receive notice from us that Your Services have been suspended or terminated for any reason, or You otherwise become aware that Your Services have been suspended or terminated for any reason, that we can be in no way liable to You for any real or personal property damage or loss or negative health or negative impact to Your personal well-being, including any claim of failure to monitor, that occurs at the Premises while Your Services are suspended or terminated.
- k) If You electronically accept a new Agreement before the end of Your original Term, but You later terminate the new Agreement within 14 days as allowed above, the new Agreement will terminate and You agree to be bound to the terms and conditions of Your original Agreement, including any remaining Term.

18. Charges, Billing, Payment

Charges

Your CSS or Order Summary will include the monthly charges due for Your Services. If You make changes to Your Services, we will update Your CSS or Order Summary, which will be available online at <http://www.att.com/DLlogin>. You are responsible for paying all charges for, or resulting from, Services provided under this Agreement, including any upfront appointment or activation fees that may apply. Charges may include, without limitation, monthly service charges; installation, activation, equipment, administrative, maintenance, repair, and late payment charges; surcharges; optional feature charges; reconnection, restoral and reactivation charges; applicable federal, state, local, and municipal taxes (however designated), permitting and regulatory fees, false alarm fees, guard response service for alarm verification, and any other fees and or assessments of any municipal, local, state, and federal government whether assessed directly upon You or on AT&T or on the Services. In addition to these charges, in the event a responder or representative is dispatched by us, or by a governmental authority or by a third party to respond to any event in which no emergency condition exists, including for alarm verification or in response to a service call or alarm signals where You have not followed proper operating instructions (a false "alarm"), You shall be solely responsible for and pay any and all fees, including service charges, assessed with respect to the false alarms. In the event that AT&T is assessed any fees or fines in connection with a false alarm concerning You, You agree to reimburse and indemnify AT&T for any such fees or fines.

We will use the Premises address to determine which jurisdiction's taxes and assessments to collect. Prices may vary by market. You will be responsible for paying any government imposed fees and taxes that become due retroactively. You understand and agree that governmentally imposed fees, whether or not assessed directly upon You, may be increased based upon the governments or our calculations.

You may incur charges with other AT&T subsidiaries or with third-party service providers as a result of data charges incurred in connection with broadband service, or accessing online or wireless services.

Those charges are separate and distinct from the amounts charged by us. You are solely responsible for all such charges payable to third parties, including all applicable taxes.

Billing

Your monthly fees will be as set forth in Your CSS or Order Summary. Except as provided below, monthly Services and certain other charges are billed one month in advance, and there is no proration of such charges if Service is terminated on other than the last day of Your billing cycle. You will receive monthly bills that are due in full. You agree to pay for all Services. You initially will receive a paper bill for Service; however, we reserve the right to send You an online bill, instead of a paper bill, for Service in the future. You remain responsible for paying Your monthly Services fee even if Your Services are suspended for nonpayment. We will not increase Your monthly service fees during Your Term; however, You may elect to purchase additional services that may increase Your monthly fees. Any change in Your monthly fees will be set forth in Your CSS and will be available online at <http://www.att.com/DLlogin>. After Your Term, we reserve the right to increase Your monthly fees upon prior written notice. If You object to any such increase, within thirty (30) days of Your receipt of notice, then You may terminate this Agreement effective thirty (30) days after our receipt of Your written notice of termination.

You must pay, on or before the day we install any Equipment, the Equipment charges, any deposits, and all appointment, installation and activation charges.

IF YOU DISPUTE ANY CHARGES ON YOUR BILL, YOU MUST NOTIFY US IN WRITING AT AT&T DIGITAL LIFE, INC., CUSTOMER CARE, P.O. BOX 2682, NORCROSS, GA 30071 WITHIN 100 DAYS OF THE DATE OF THE BILL OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL AND TO PARTICIPATE IN ANY LEGAL ACTION RAISING SUCH DISPUTE.

Deposit; Advance Payment

We may require You to make deposits or advance payments for Services, which we may offset against any unpaid balance on Your account. We do not pay You interest on any advance payments or deposits You make to us unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on Your creditworthiness as we determine it, we may establish a credit limit and restrict Services or features. If Your account balance goes beyond the limit we set for You, we may immediately suspend or terminate Services until Your balance is brought below the limit. Any charges You incur in excess of Your limit become immediately due. If You have more than one account with us, we reserve the right to require You to keep all AT&T accounts in good standing to maintain Services. If one account is past due or over its limit, then subject to applicable law, we reserve the right to suspend or terminate other accounts in Your name. We may require payment by money order, cashier's check, or a similarly secure form of payment at our discretion.

Payment; Late Payment Fee

You agree that for if You do not pay us on time or if You pay less than the full amount due, that AT&T reserves the right to charge a late fee for each month that payment is not received and/or interest on the unpaid amount. We also reserve the right to refer Your account(s) to another party for collection, and to impose the maximum amount permitted by applicable law.

We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to the outstanding charges in the amounts that we deem appropriate.

You authorize and agree to contact from AT&T and/or its outside collection agencies, outside counsel, or other agents in connection with all matters relating to unpaid past due charges billed by AT&T. You

agree that contacts to collect unpaid past due charges may be made to any mailing address, telephone number, wireless number, or any e-mail address, that You have provided, or may in the future provide, to AT&T. You agree and acknowledge that any e-mail address that You provide to AT&T is Your private address and is not accessible to unauthorized third parties. For attempts to collect unpaid charges, You agree that in addition to individual persons attempting to communicate directly with You, any type of contact described above may be made using pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system.

Payment by Credit Card or Check Fee; Returned Check Fee

If You use a credit card to pay for Services, Your use of the card is governed by the card issuer agreement, and You must refer to that agreement for Your rights and responsibilities as a cardholder. If we do not receive payment from Your credit card issuer or its agents, You agree to pay all amounts due upon demand.

If You pay us by check, You authorize us to collect Your check electronically. You agree that You may not amend or modify this Agreement or Your obligations under this Agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying checks or other payments accepted by us and any such notations have no legal effect.

We may charge You a fee for any check or other instrument (including credit card charge backs) returned unpaid for any reason.

19. Discounts and Promotions

You may receive certain discounts or other benefits because You purchase Services as part of a bundled offering with other AT&T services or because You agree to have the charges for Your Services, billed on a joint bill with other AT&T services ("Joint Billing"). If You change or disconnect one or more of the services in the applicable bundle, or if You cancel Joint Billing Your rates will be adjusted without advance notice to a rate plan for which You qualify. If You receive Services under a promotion, after any promotional period ends, regular monthly charges for the Services will apply.

20. Access to Account

You may designate Authorized Users to your account. You are responsible for all changes made by such Authorized Users, including a new or extended Term and the purchase of additional Equipment or Services. To the extent that You or an Authorized User seeks to change the identity of the person billed on the account, any such new individual who is to be billed must first accept the terms of this Agreement.

You expressly authorize us to provide information about Your account, and to make changes to Your account, upon the direction of any person who provides authentication information that we determine to be appropriate, regardless of whether such person has been designated as an Authorized User.

21. Sensors, Smoke Sensors, and Other Warnings

Our battery-powered motion, smoke, door and window, and other sensors are not connected to the Premises' electrical systems. Such sensors require batteries to operate. **BATTERY POWERED SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERIES ARE LOW OR DEAD.** You are responsible for maintaining batteries. You should regularly inspect such sensors for dirt and dust buildup and test them weekly to help maintain continued operation. **WE STRONGLY RECOMMEND THAT YOU CAREFULLY READ THE OWNER'S MANUAL FOR ALL EQUIPMENT. THE OWNER'S MANUAL CONTAINS VERY IMPORTANT INFORMATION SUCH AS OPERATING INSTRUCTIONS AND EQUIPMENT TESTING AND MAINTENANCE PROCEDURES. YOU SHOULD ALSO READ ALL INSTRUCTIONS, WARNINGS AND OTHER INFORMATION ON THE EQUIPMENT ITSELF. NO SENSOR WILL ENSURE THAT YOU WILL NEVER SUFFER DAMAGE OR INJURY.**

YOU ACKNOWLEDGE AND AGREE THAT OUR BATTERY-POWERED SMOKE AND CARBON MONOXIDE SENSORS ARE NOT INTENDED TO COMPLY WITH ANY APPLICABLE BUILDING OR HOUSING CODE LIFE SAFETY REQUIREMENTS OR NATIONAL FIRE PROTECTION ASSOCIATION ("NFPA") GUIDELINES. YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ANY STATE AND LOCAL HOUSING OR BUILDING CODE ORDINANCE AND NFPA RECOMMENDATIONS. YOUR STATE AND LOCAL HOUSING OR BUILDING CODE MAY REQUIRE YOU TO USE SMOKE AND CARBON MONOXIDE SENSORS THAT ARE CONNECTED TO AN ELECTRICAL POWER SOURCE.

22. Dispute Resolution By Binding Arbitration

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling Digital Life Customer Care at 1-855-288-2727. **In the unlikely event that AT&T's customer service department is unable to resolve a complaint to Your satisfaction (or if AT&T has not been able to resolve a dispute it has with You after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** All disputes and claims between us relating to or arising out of the Agreement or Your use of the Equipment, Services or Software and any other claims or causes of actions related to the performance or advertising of the Equipment, Services or Software shall be settled by binding arbitration. References to "AT&T," "You," and "Us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Equipment, Software, and Services under this or prior agreements between us. All disputes as to arbitrability or the interpretation or enforceability of this arbitration clause shall be for a court to resolve in accordance with the Federal Arbitration Act. For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration You are entitled to recover attorneys' fees from AT&T to at least the same extent as You would be in court. In addition, under certain circumstances (as explained below), AT&T will pay You more than the amount of the arbitrator's award and will pay Your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards You an amount that is greater than what AT&T has offered You to settle the dispute.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies, including, for example, any State agency that licenses alarm monitoring companies. Such agencies can, if the law allows, seek relief against us on Your behalf. **You agree that, by**

entering into this Agreement, You and AT&T are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

- 1) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If AT&T and You do not reach an agreement to resolve the claim within 30 days after the Notice is received, You or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or AT&T is entitled. You may download or copy a form Notice and a form to initiate arbitration at att.com/arbitration-forms.
- 2) After AT&T receives notice at the Notice Address that You have commenced arbitration, it will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If You are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and You agree otherwise, any arbitration hearings will take place in the county (or parish) of Your billing address. If Your claim is for \$10,000 or less, we agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse AT&T for all monies previously disbursed by it that are otherwise Your obligation to pay under the AAA Rules. In addition, if You initiate an arbitration in which You seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.
- 3) If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:

- pay You the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay Your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

4) The right to attorneys' fees and expenses discussed in paragraph (3) supplements any right to attorneys' fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.

5) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

6) Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during Your Term, You may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this provision.

23. Limited Liability

IT WILL BE EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES THAT MAY RESULT FROM OUR FAILURE TO PERFORM OUR DUTIES UNDER THIS AGREEMENT. IF YOU INCUR ANY LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE ARISING DIRECTLY OR INDIRECTLY FROM ANY OF THE SERVICES WE PERFORM OR FROM ANY OF THE EQUIPMENT WE PROVIDE UNDER THIS AGREEMENT, OR IF IT IS DETERMINED THAT WE OR ANY OF OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES ARE DIRECTLY OR INDIRECTLY RESPONSIBLE FOR ANY SUCH LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE, YOU AGREE THAT DAMAGES SHALL BE LIMITED TO THE TOTAL MONTHLY SERVICE CHARGES THAT YOU HAVE PAID TO US UNDER THIS AGREEMENT. THESE AGREED UPON DAMAGES ARE NOT A PENALTY; RATHER, THEY ARE YOUR SOLE REMEDY FOR ANY

LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE, EVEN IF CAUSED BY OUR NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS CONTRACT, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT.

24. We Are Not An Insurer

WE ARE NOT AN INSURER AND YOU WILL OBTAIN FROM AN INSURER ANY INSURANCE YOU DESIRE. THE AMOUNT YOU PAY US IS BASED UPON THE SERVICES WE PERFORM AND THE LIMITED LIABILITY WE ASSUME UNDER THIS AGREEMENT AND IS UNRELATED TO THE VALUE OF YOUR PROPERTY OR THE PROPERTY OF OTHERS LOCATED IN YOUR PREMISES. IN THE EVENT OF ANY LOSS OR INJURY TO ANY PERSON OR PROPERTY, YOU AGREE TO LOOK TO YOUR INSURER TO RECOVER DAMAGES. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR LOSS OR INJURY TO ANY OTHER PERSON.

25. Exclusive Damages Remedy

YOUR EXCLUSIVE DAMAGE AND LIABILITY REMEDIES ARE SET FORTH IN PARAGRAPH 23 ABOVE. WE ARE NOT LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

26. Hold Harmless

IN THE EVENT ANY LAWSUIT OR OTHER CLAIM IS FILED BY ANY OTHER PARTY AGAINST US OR OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES ARISING OUT OF THE SERVICES WE PERFORM OR THE EQUIPMENT WE PROVIDE UNDER THIS AGREEMENT, YOU AGREE TO BE SOLELY RESPONSIBLE FOR, AND TO INDEMNIFY AND HOLD US COMPLETELY HARMLESS FROM, SUCH LAWSUIT OR OTHER CLAIM INCLUDING YOUR PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES. THESE OBLIGATIONS WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. THESE OBLIGATIONS WILL APPLY EVEN IF SUCH LAWSUIT OR OTHER CLAIM ARISES OUT OF OUR NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS AGREEMENT, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT.

27. Time to Seek Action

YOU AGREE TO INITIATE ANY ACTION YOU MAY HAVE AGAINST US OR OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT THAT CAUSED THE LOSS, DAMAGE OR LIABILITY.

28. AT&T Digital Life Complete Protection

AT&T Digital Life Complete Protection protects the Digital Life Equipment ("Equipment") that You bought from AT&T.

Complete Protection Period

Complete Protection begins on the date Your Digital Life Equipment is installed and continues for as long as You subscribe to the monthly service and are in good standing.

What Is Covered

AT&T will repair or replace Equipment that fails to operate as a result of defects in workmanship and/or materials including electrical failure caused by a direct result of a power surge. The Equipment must be purchased from AT&T or from an AT&T authorized location. Equipment means the Digital Life equipment You purchased from AT&T that connects and is made a part of the AT&T Digital Life system. Equipment will be replaced with those of like kind and quality, and may be new or

remanufactured. In most instances, AT&T, who will pay shipping costs, will require You to return Your defective Equipment. Complete Protection does not change Your original equipment manufacturer's warranty which remains in effect.

What Is Not Covered

- PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS LIMITED WARRANTY. ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED BY THE PURCHASER DURING THE COVERED PRODUCT'S LIFE, INCLUDING BUT NOT LIMITED TO BATTERIES OR LIGHT BULBS;
- INTENTIONAL PHYSICAL DAMAGE, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT;
- FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;
- EXTERNAL CAUSES SUCH AS THIRD PARTY ACTIONS, FIRE, THEFT, INSECTS, ANIMALS, EXPOSURE TO WEATHER CONDITIONS, ACTS OF NATURE; LOSS CAUSED BY HOSTILITIES, RIOT, LABOR DISTURBANCE, OR CIVIL COMMOTION;
- ANY PRODUCT USED IN A COMMERCIAL SETTING;
- NON-WORKING OR AESTHETIC PARTS AND COSMETIC DAMAGE INCLUDING BUT NOT LIMITED TO, SCRATCHES, PEELING OR DENTS;
- UNAUTHORIZED REPAIRS AND/OR PARTS;
- EQUIPMENT SERVICE WHERE NO PROBLEM CAN BE FOUND;
- BREAKDOWNS WHICH ARE NOT TIMELY REPORTED;
- IMPROPER INSTALLATION OF EQUIPMENT;
- CORRUPTION OF ANY RECORDING MEDIA RESIDENT ON ANY HARD DRIVES AND REMOVABLE STORAGE DEVICES, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING PART, OR AS A RESULT OF ANY REPAIRS OR REPLACEMENT UNDER THIS LIMITED WARRANTY.

Where Equipment Is Covered

Complete Protection covers Equipment purchased in the United States of America, including the District of Columbia. It does not include Canada or the following U.S. Territories: Guam, or U.S. Virgin Islands.

What to do When Your Equipment Fails to Operate

- Make sure Your Equipment has power from batteries
- Make sure Your Equipment is plugged in
- Check for any blown fuse and reset if necessary
- Call the 24-hour customer service toll-free number at 1-855-288-2727 for support

Your Costs

There will be a \$49.99 Complete Protection fee each time a technician needs to come to the Premises to repair or replace Equipment.

Scope of Complete Protection:

Complete Protection is a limited warranty. It is limited to the lower of the cost of (1) the purchase price of the Equipment excluding tax and delivery costs or (2) authorized repairs not to exceed the purchase price of the Equipment excluding tax and delivery costs or (3) replacement of the Equipment with similar.

Limitation of Implied Warranty

All Implied Warranties which may arise under state law, including all Implied Warranties of Merchantability or Fitness for a particular purpose, are limited to the duration of Complete Protection and do not cover incidental or consequential damages. Some states do not allow limitations on how long an Implied Warranty lasts or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to You. Complete Protection gives You specific legal rights, and You may also have other rights which vary from state to state.

Transferability and Renewals

Complete Protection is not transferable.

Subrogation

If We pay for a loss and we believe another party caused the loss, We may require You to assign Us Your rights of recovery against others. If You are not willing to assign us with Your rights of recovery, we will not pay for a loss. We will not ask You to waive Your rights to recover from others.

29. No Other Warranties

OTHER THAN COMPLETE PROTECTION ABOVE, AT&T MAKES NO GUARANTEE OR FURTHER WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES WE PERFORM OR THE EQUIPMENT WE PROVIDE UNDER THIS AGREEMENT.

30. Assignment

You may not assign this Agreement without our written consent. We have the right to assign this Agreement or to subcontract any of our obligations under it without Your approval and without prior notice.

31. Force Majeure; Delays

WE HAVE NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF SERVICE, OR ANY RESULTING CONSEQUENCES, WHETHER DUE TO STRIKE, RIOT, FLOOD, FIRE, TERRORISM, ACT OF GOD, OR ANY OTHER CAUSE BEYOND OUR CONTROL. DURING ANY SUCH SERVICE INTERRUPTION, WE HAVE NO OBLIGATION TO SUPPLY SUBSTITUTE SERVICES.

32. Choice of Law

This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of law provisions, except to the extent such law is preempted or inconsistent with applicable federal law.

33. Entire Agreement

THIS DOCUMENT, THE CSS OR ORDER SUMMARY, THE INSTALLATION CHECKLIST, AND THE APPLICABLE AT&T ONLINE POLICIES, CONSTITUTE OUR ENTIRE AGREEMENT. YOUR ELECTRONIC ACCEPTANCE MEANS YOU AGREE WITH ALL TERMS. WE ARE NOT BOUND BY ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, THAT IS NOT INCLUDED IN WRITING IN THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS AGREEMENT APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN EVEN IF YOU SUBMITTED A PURCHASE ORDER OR OTHER DOCUMENT WITH INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS. IF AN ARBITRATOR OR A COURT DETERMINES THAT ANY PROVISION OF THIS AGREEMENT IS INVALID OR UNENFORCEABLE, EXCEPT FOR SECTION 22, SUBPARAGRAPH (5), THAT PROVISION SHALL BE DEEMED AMENDED AND ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW, HOWEVER, EACH AND EVERY OTHER PROVISION OF THIS AGREEMENT SHALL CONTINUE TO BE VALID AND ENFORCEABLE.

34. License Information

We are licensed as follows: AL 13-1596&13-1599, AESBL, 7956 Vaughn Rd., PMB 392, Montgomery, AL 36116, 334-264-9388; AZ 18034-0; AR E 2013 0067, regulated by Ark. Bd. of Priv. Invest. & Sec. Agencies, #1 State Police Plaza Dr., Little Rock, AR 72209, 501-618-8600; CA ACO 7091, Alarm operators licensed & regulated by the Bureau of Security & Investigative Svcs., Dept. of Consumer Affairs, Sacramento, CA 95814; DC 602511000103; DE 11-190&CSRSL-0057; FL EF20001090; GA LVA 205971 & Sec. of State 11018719; IL 127.001502; LA F1924; MA 7067C&SS-001878; MD 107-1716; MI Reg. 8002000003; MN TS667356; NC BPN 007236P3&14553-L, NC Alarm Sys. Licensing Bd. 4901 Glenwood Ave., Ste 200, Raleigh, NC 27612, 919-788-5320; NJ BL000010; NV 78422; NY 12000297692, licensed by N.Y.S. Dept. of State; OH 53 89 1700; OK 1904; OR CCB 199880; PA HIC 078833; RI 7280, SC BAC 13570&FAC 13555; TN 1792; TX B17159&ACR-1793688; UT 9036297-6501; VA 11-7142; WA EC TDIGIDL888DT; WV051204.

35. Terms that Apply Only to Specific States

Alabama: Service complaints about licenses #13-1596 & 13-1599 may be directed to AESBL, 7956 Vaughn Rd., PMB 392, Montgomery, AL 36116, 334-264-9388.

California: You are entitled to have installation work begin within 20 days from the installation date shown in Your CSS or Order Summary; beginning work shall mean work performed on the Premises. If AT&T cannot begin installation work on the date provided, we will contact You and let You know any revised date. Failure to substantially begin work within twenty (20) days of the installation date, without legal excuse, is a violation of the California Alarm Company Act.

Texas: You are entitled to receive a signed and dated copy of this Agreement within seven (7) days of any request. Service complaints regarding TX License B17159 may be directed to the Texas Private Security Bureau at the Dept. of Public Safety, PO Box 15999, Austin, TX 78761-5999, 512-424-7293.

36. Terms that Apply Only to Residential Sales

IF YOU ARE A RESIDENTIAL CUSTOMER AND YOU HAVE BEEN SOLICITED FOR AND AGREED TO THE PURCHASE OF THE SERVICES BY A SALES REPRESENTATIVE IN YOUR RESIDENCE, APPLICABLE LAW MAY PERMIT YOU TO CANCEL THIS AGREEMENT PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER SERVICE ACTIVATION. ANY CANCELLATION MUST BE BY WRITTEN NOTICE TO AT&T AT 3100 AVALON RIDGE PLACE, SUITE 200, NORCROSS, GA, 30071-4710. If You cancel this Agreement within this three (3) day period, You will be entitled to a refund of Your activation fee, if any, but You must return all Equipment.

AT&T DIGITAL LIFE, INC., BY ITS PRESIDENT:

A handwritten signature in black ink, appearing to read "Ken [unclear]", with a horizontal line extending to the right from the end of the signature.

CUSTOMER:

BY CHECKING "I AGREE", YOU ACCEPT ALL TERMS AND CONDITIONS OF THE AT&T DIGITAL LIFE CUSTOMER TERMS AND CONDITIONS. YOUR ACCEPTANCE SERVES AS YOUR

ELECTRONIC SIGNATURE, WHICH IS BINDING ON BOTH PARTIES. YOU MAY WISH TO PRINT YOUR ACCEPTANCE AND THIS AGREEMENT FOR YOUR RECORDS
