

# Business Monitoring Services Agreement Terms & Conditions



## 1. MONITORING PACKAGE SUBSCRIPTION PRICES

Depending on the specific Package you have selected, your charges for monitoring service are as follows:

Essential: \$44.99/month  
Premium: \$64.99/month

Reliant Energy Retail Services LLC ("Reliant Energy") customers will have the following discounts applied to the monthly invoice for the length of the initial thirty-six (36) month term or as long as they are electricity customers, whichever is shorter.

Essential: \$5 monthly discount  
Premium: \$15 monthly discount

## 2. PAYMENTS; TERM; CONSUMER REPORT

All charges are payable monthly in advance. Payments made will be for service beginning the day of installation. The initial term of this Contract is thirty-six (36) months. Where required, your alarm monitoring and notification services ("services") will begin when the equipment is installed, operational and communicating with the monitoring facility and after you have obtained at your expense all necessary permits or licenses and provided Reliant with the License or Permit Number. Otherwise, services will begin promptly after creation of your account, as provided by your installer. Payment responsibility begins as soon as installation is completed. After the initial term, this Agreement will automatically renew for successive thirty (30) day terms unless terminated by either party in writing at least thirty (30) days before the end of the current term. If terminated, this Agreement ends on the last day of the then current term.

If you are a Reliant Energy retail electricity customer you acknowledge that your bill for Monitoring Service Subscription may be included on your invoice for retail electricity charges, which may also include charges for any other products or services provided by NRG Connected Home LLC d/b/a Reliant ("Reliant") or any of its affiliated companies, including Reliant Energy. If you select AutoPay for either your retail electricity plan or your monitoring service you will be enrolled for AutoPay for both services. Reliant Energy will apply all payments you make on your bill first to the amounts you owe Reliant Energy for electric service until fully paid.

## 3. EARLY TERMINATION OF THIS CONTRACT

You agree that the charges due under this contract are based on your agreement to receive and pay for the services for thirty-six (36) months and that Reliant has relied upon your agreement and has incurred costs in deciding to enter into this contract. Any cancellation notice must be received in writing, addressed to P.O. Box 987, Houston, TX 77001-0987. If you cancel service or otherwise terminate this contract during its initial term, or if Reliant cancels this contract during its initial term for a reason set forth in paragraph 12b) below, you will pay Reliant 75% of the total remaining unbilled months as an alternative to having to pay the full remaining charges. This amount is a contract termination charge and is not a penalty. The amount is payable immediately in full. No contract termination charges are due if you terminate, or if Reliant cancels, during the thirty (30)-day renewal period(s) at the end of your thirty-six (36) month term.

- You have the right to cancel your service within 3 business days of executing your contract, without any penalty or obligation. SEE INSTALLATION AGREEMENT FOR ALL DETAILS SURROUNDING YOUR RIGHT TO CANCEL.

If you choose to cancel your Reliant contract within 3 business days:

- Your monitored security account will be immediately cancelled upon receipt of your Notice of Cancellation Form by Reliant. Any payments made by you under the Reliant contract will be returned within 10 days following receipt of the Notice of Cancellation Form.
- Reliant will pick up the equipment you received through your Reliant contract within 20 days of your notice of cancellation. All security equipment must be in as good condition as when it was installed, otherwise you remain obligated under the terms of the contract and will be responsible for the replacement value of damaged product(s).
- You must mail in the Notice of Cancellation Form that you were provided in your installation appointment.

## 4. INCREASES IN CHARGES

Reliant has the right to increase the monthly service charge for any or all of the two Packages at any time after the first year. If you object in writing to the increase within thirty (30) days of receiving notice of the increase, and if Reliant does not waive the increase, you may terminate this Contract effective thirty (30) days after Reliant's receipt of your written notice of termination. In this situation, you will not have to pay the contract termination charges described in Paragraph 3 above. Reliant may charge a fee not to exceed \$30 for any check or other instrument (including credit card charge back) returned unpaid for any reason. Reliant shall have the right, at any time, even during the initial term, to retroactively and prospectively increase the charges for services based on or related to any increase in external costs to Reliant associated with taxes or external charges imposed by any entity or local, state or federal government or governmental agency relating to the services and which Reliant is obligated to pay.

## 5. ADDITIONAL CHARGES AND OFFSET RIGHTS

You agree to pay all construction/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 alarm system. You agree to pay a service charge if a Reliant representative responds to a service call or alarm at your premises because you improperly followed operating instructions; failed to properly lock or close a window, door or other protected point; or improperly adjusted CCTV cameras, monitors or accessories. If Reliant owes you money when this Contract ends, Reliant has the right to deduct from any refund owed you (a) service charges for thirty days, if you fail to give the required written termination notice set forth in Paragraph 3 above; (b) any contract termination charges that you may owe as set forth in Paragraph 3 above; and (c) any other additional charges, amounts or deposits that you owe Reliant.

## 6. LIMITATION OF LIABILITY

### A. INSURANCE; WAIVER OF SUBROGATION

**YOU AGREE THAT RELIANT IS NOT AN INSURER AND THAT RELIANT IS NOT PROVIDING YOU WITH INSURANCE OF ANY TYPE. THE AMOUNTS YOU PAY RELIANT ARE NOT INSURANCE PREMIUMS AND ARE NOT RELATED TO THE VALUE OF YOUR PROPERTY, ANYONE ELSE'S PROPERTY LOCATED IN YOUR PREMISES OR ANY RISK OF LOSS AT YOUR PREMISES. INSTEAD, THE AMOUNTS RELIANT CHARGES YOU ARE BASED SOLELY UPON THE VALUE OF THE EQUIPMENT AND SERVICES RELIANT PROVIDES AND UPON THE LIMITED LIABILITY RELIANT ASSUMES UNDER THIS CONTRACT. IN THE EVENT OF ANY LOSS, DAMAGE OR INJURY, YOU WILL NOT LOOK TO RELIANT TO COMPENSATE YOU OR ANYONE ELSE. YOU RELEASE AND WAIVE FOR YOURSELF AND YOUR INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER AGAINST RELIANT ARISING AS A RESULT OF THE PAYMENT OF ANY CLAIM FOR LOSS, DAMAGE OR INJURY.**

### B. NO GUARANTEE, NO LIABILITY, NO WARRANTIES

**YOU AGREE THAT RELIANT 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 RELIANT PERFORMS OR THE EQUIPMENT IT PROVIDES.**

**RELIANT'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, BURGLARIES AND ROBBERIES. RELIANT MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THAT THE EQUIPMENT AND SERVICES PROVIDED WILL DETECT OR AVERT SUCH INCIDENTS OR THEIR CONSEQUENCES. RELIANT DOES NOT UNDERTAKE ANY RISK THAT YOU OR YOUR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH YOU AND YOUR INSURER, NOT RELIANT. YOU RELEASE, WAIVE, DISCHARGE AND PROMISE NOT TO SUE OR BRING ANY CLAIM OF ANY TYPE AGAINST RELIANT FOR LOSS, DAMAGE OR INJURY RELATING IN ANY WAY TO THE EQUIPMENT OR SERVICES PROVIDED BY RELIANT.**

### C. EXCLUSIVE REMEDY

**IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, THAT MAY RESULT FROM A FAILURE BY RELIANT TO PERFORM ANY OF ITS OBLIGATIONS. UNDER NO CIRCUMSTANCES WILL YOU ATTEMPT TO HOLD RELIANT LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY. IF, NOTWITHSTANDING THE PROVISIONS OF PARAGRAPH 6.B, RELIANT IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SERVICES AND/OR EQUIPMENT PROVIDED BY RELIANT, RELIANT'S LIABILITY TO YOU SHALL BE LIMITED TO A SUM OF \$1000. THIS AGREED-UPON AMOUNT IS NOT A PENALTY. RATHER, IT IS YOUR SOLE REMEDY.**

### D. APPLICATION

**THE PROVISIONS OF THIS PARAGRAPH 6 APPLY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO THE PERFORMANCE OR NONPERFORMANCE BY RELIANT OF ITS OBLIGATIONS UNDER THIS CONTRACT OR FROM NEGLIGENCE (ACTIVE OR OTHERWISE), GROSS NEGLIGENCE, STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER THEORY OF LIABILITY OR ALLEGED FAULT ON THE PART OF RELIANT, ITS AGENTS OR ITS EMPLOYEES.**

### E. INDEMNITY

**IF ANY OTHER PERSON, INCLUDING YOUR SUBROGATING INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST RELIANT IN ANY WAY RELATED TO THE EQUIPMENT OR SERVICES PROVIDED BY RELIANT TO YOU, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD RELIANT HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING CLAIMS OF GROSS NEGLIGENCE AND NEGLIGENCE AND THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.**

### F. TIME TO BRING CLAIM OR SUIT

No suit or action shall be brought against Reliant more than one (1) year after the date of the incident that resulted in the loss, injury or damage. Each party waives, to the extent not prohibited by law, any right it may have to a trial by jury in respect of any suit or claim relating to this agreement.

### G. APPLICATION OF PARAGRAPH TO AFFILIATES AND OTHERS

The provisions of this paragraph shall apply to and benefit Reliant and its agents, employees, contractors, subcontractors, subsidiaries, dealers, affiliates, parents (both direct and indirect), affinity marketers and other partners and any reference to Reliant herein refers to entities described in this subparagraph G.

## 7. OTHER PARTY'S LIMITATION

If you purchased equipment or services from Reliant through another business or person, or from Reliant through a referral from another business or person, you agree that such other business or person acts solely as an independent contractor and has no responsibility or liability to you for the performance or nonperformance of the equipment or services provided by Reliant. You also agree that any such business or person is entitled to the same rights as Reliant under this contract, including paragraph 6.

## 8. EXISTING ALARM SYSTEM

If you have any existing alarm equipment, then you agree to pay any applicable charges for Reliant taking it over. You understand that any such equipment is your property and Reliant may, in its sole discretion, determine whether or not to take over any portion or all of your existing equipment if it is incompatible with or does not work with the Reliant alarm equipment and monitoring services. Any existing equipment or software that was not provided by Reliant is your sole responsibility. You will be responsible for support and any ongoing maintenance or management of your equipment. Reliant reserves the right to terminate the Monitoring Services if your existing equipment is not in good operating condition and Reliant will not be liable for any damages or penalties resulting from the termination under these circumstances, or otherwise.

## 9. ALARM MONITORING AND NOTIFICATION SERVICE

If you purchase service that includes Reliant's effort to contact the police, fire department, and guard and such an alarm is received at the monitoring facility, Reliant or its representative may, at its sole discretion, attempt to contact you and/or anyone on your Emergency Contact List to confirm that the alarm is not false. If Reliant or its representative does not contact you and/or someone on your Emergency Contact List, or if Reliant or its representative questions the response it receives upon such contact, then Reliant or its representative will attempt to notify the appropriate police department or fire department. Reliant or its representative may use an automated calling device to deliver such notification to make any of its contacts under this Section and you agree that Reliant may call you on the communication device(s) provided to Reliant from an automated calling device. The person(s) identified on your Emergency Contact List are authorized to act on your behalf. You understand that the equipment Reliant provides may not operate with other companies' alarm monitoring equipment and may prevent you from using such equipment in the event you terminate your services. You understand that local laws, ordinances or policies may restrict Reliant's ability to provide the alarm monitoring and notification services described in

this Contract and/or necessitate modified or additional services with additional charges to you. You understand that, upon receiving notification that an alarm signal has been received by Reliant, the police department, fire department or other responding authority may forcibly enter your premises. You understand that Reliant will never arrest or detain any person for any reason.

Reliant will monitor signals from the equipment during the term of this Agreement. You agree to provide Reliant with emergency contacts and to update your contacts. The emergency contacts that you identify will be authorized to act on your behalf, and have the authority to cancel an alarm prior to notification of emergency responders. Reliant may rely on your emergency contact information and the instructions of any such person(s). You acknowledge and agree that Reliant 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 Reliant may, in its reasonable discretion, attempt to contact you and/or person identified as verification or emergency contacts to verify that a signal is not a false alarm.

You understand that any service provided by Reliant under this Agreement may be performed by a third party with whom Reliant has contracted to perform such service and you agree that Reliant is your authorized representative to give directions to such third party related to any services to be provided under this Agreement. You acknowledge and agree that the provisions of this Agreement inure to the benefit of and are applicable to each subcontractor of Reliant that performs services related to this Agreement.

**IF RELIANT HAS REASON TO BELIEVE THAT THERE IS NO EMERGENCY CONDITION, RELIANT MAY DETERMINE, IN ITS REASONABLE DISCRETION, NOT TO DISPATCH EMERGENCY AUTHORITIES AND/OR NOT TO FOLLOW THE NOTIFICATION OR VERIFICATION PROCEDURES UTILIZED FOR EMERGENCY CONTACTS. RELIANT WILL NOT BE LIABLE FOR ANY FAILURE TO CONTACT YOU OR ANY PERSON IDENTIFIED AS AN EMERGENCY CONTACT.**

Reliant may, without notice, in response to any applicable law or other requirements revise, replace, discontinue and/or rescind its 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, Reliant may place the System in test status. Reliant may not be able to perform monitoring services during the test status period.

You understand that (a) the Equipment communicates with the Reliant monitoring center over a wireless network; (b) communications over the network may be interrupted, delayed or otherwise limited for a variety of reasons, including 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 no form of monitoring is error-free and that Reliant is not responsible for any interruption of monitoring services due to network outages, faulty equipment, faulty transmission, power outages, or other interruptions in wireless service, systems that have been tampered with or any damage or destruction to Reliant equipment or facilities.

You understand and agree that Reliant will not receive alarm signals from your equipment if the wireless network is not working properly, signals are interrupted, or if changes in the wireless network prevent the equipment from communicating with the Reliant monitoring center. You are responsible for testing the equipment regularly, and for testing the equipment after any storm, power outage, wireless network outage, or when any changes are made to the wireless network, in order to verify the continued functioning of the equipment.

You are responsible for complying with any applicable requirement to test the Equipment, including notifying the local emergency responders, if applicable. You will immediately notify Reliant if you are having any problem with the Equipment or Monitoring Services.

#### 10. FAILURE TO PAY CHARGES OR HONOR CONTRACT

If payment is not received in 45 days you will receive a letter warning you that the account may go into suspended status. If payment isn't received in 60 days, your account may be suspended; that is, monitoring services will be temporarily stopped until your payment balance is eliminated. Current charges will continue to accumulate during suspended status. If payment is still not received Reliant will send you another letter alerting you to the fact that your account has been suspended and it is subject to being cancelled. If payment is not received within 75 days your account may be cancelled and the early termination fee applied. Reliant reserves the right to place a mechanic's lien against your business. In addition to this remedy, Reliant does not waive, and retains the right to exercise, any other legal remedy, including the right to charge a late fee for each month that a payment is not received and/or interest on the unpaid amount and the right to report you to one or more consumer reporting agencies if you become delinquent on your account (more than 75 days without a payment). Reliant has no liability if it stops providing the alarm monitoring and notification services and repossesses or disables the equipment. Reliant is not required to redecorate or repair the premises as a result of repossessing or disabling the equipment.

#### 11. BATTERY-POWERED DEVICES

You understand that any battery-powered devices installed under this Contract, including but not limited to image and glass break sensors not connected to the electrical system of your premises, require batteries to operate. These battery-powered devices will not operate, and the alarm will not sound, if the batteries are low or dead. It is your sole responsibility to maintain and replace these batteries. Reliant recommends that you regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. Reliant also recommends that you carefully read and follow the owner's manual, instructions and warnings for all equipment.

#### 12. CANCELLATION AND TRANSFER OF SERVICE

##### A. CANCELLATION WITHOUT TERMINATION CHARGES

If Reliant cancels for any of the reasons stated below, Reliant 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, Reliant will not assess contract termination charges, if any, as described in Paragraph 3 above.

Reliant may, at any time, cancel this Contract at its option if: (1) the Monitoring Facility is destroyed or damaged so that it is impractical for Reliant to continue service; (2) Reliant cannot acquire or retain the transmission connections or authorization to transmit signals between your premises and the Monitoring Facility or the applicable fire or police department or other agency, or between the Monitoring Facility and the applicable fire or police department or other agency; (3) you fail to follow Reliant's recommendations to repair or replace any defective parts of the system or you fail to follow Reliant's operating instructions for the alarm system; or (4) Reliant determines that it is impractical to continue service due to the modification or alteration of your premises after installation;

Reliant will not assess contract termination charges if you:

(1) after 12 payments on your Reliant contract, move to a location in which Reliant provides Monitoring Service, you meet all eligibility requirements for such service, and sign a new Agreement at the same or higher monthly rate for a thirty-six (36) month term and (2) move and the new customer at the location where you had Reliant Monitoring Service signs a contract with Reliant for Monitoring Services within 30 days/weeks of your move.

##### B. CANCELLATION WITH TERMINATION CHARGES

Reliant may cancel this Contract upon written notice to you if: (1) you fail to pay any monies when due under this Contract; (2) you change to a telephone/communications service not suitable for alarm signal transmission; (3) you move to a service territory outside of the eligible zip codes to which Reliant provides service; or (4) you fail to comply with any other term or condition of this Contract. Upon receipt of written notice from Reliant, you will have ten (10) days to correct the deficiency. If you do not correct the deficiency in a timely manner, and Reliant does cancel this Contract, you are responsible for contract termination charges should Reliant assess them, as described in Paragraph 3 above.

##### C. TRANSFER OF SERVICE

After 12 payments in full, subject to the conditions described in this Paragraph, you are eligible to receive a free Move Package if you move from your current service address to a service address where Reliant provides monitoring service. This package includes a new control panel, 3 door/window sensors and a motion detector. You will be required to sign a new contract for monitoring service at the same or higher rate for a 36 month term. Additional fees may be charged for installation of items beyond those included in the Move Package listed above.

#### 13. ASSIGNMENT

You may not assign this Contract without prior written consent from Reliant. Reliant does have the right to assign this Contract or to subcontract any of its obligations under this Contract without your approval and without notice to you.

#### 14. DELAYS

**RELIANT HAS NO RESPONSIBILITY OR LIABILITY TO YOU OR ANY OTHER PERSON FOR DELAYS IN THE INSTALLATION OR REPAIR OF THE SYSTEM, REGARDLESS OF THE REASON. RELIANT HAS 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 WITHIN OR BEYOND RELIANT'S CONTROL. IF THERE ARE SERVICE INTERRUPTIONS, RELIANT HAS NO OBLIGATION TO SUPPLY YOU WITH SUBSTITUTE SERVICES.**

#### 15. PERSONAL INFORMATION

You consent to Reliant's use of customer information provided by the customer for the purpose of monitoring, setting up and administering the security services (including credit approval, invoicing, collecting and providing information on new equipment or services). You have obtained the consent of the third parties, whose information you provided to Reliant, to use such information for the administration of your account with Reliant and as provided in this Contract. Customer or authorized agent of your guests, visitors, employees or independent contractors, each person on the customer's Emergency Contact List, and any other persons who have access to customer communications equipment or devices (collectively the "Other People") authorize and consent to Reliant and each subcontractor recording and using all communication between Reliant or each subcontractor and the Other People to collect, use, disclose and transfer your information, and that of third parties provided by you, to Reliant's affiliates, subsidiaries and successor corporations, partner, any subcontractor or assignee of this Contract or any applicable authority having jurisdiction that requests or requires such information to administer alarm monitoring services or alarm system licenses, permits or similar programs.

#### 16. PRIVACY POLICY

Reliant Privacy Policy can be found at <http://www.reliant.com/privacy>.

#### 17. LEGAL COMPLIANCE

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

You agree that if you select any services or settings as part of the Monitoring Services that involve monitoring, recording, storing, or disclosing oral communications made by you and third parties on the Premises, you consent to such monitoring, recording, storing and disclosure for any legal purpose. You further agree that you have informed the other adults who work on the Premises of such monitoring, recording, storage and disclosure.

You acknowledge that Reliant may be required by applicable law to disclose communications and records stored by Reliant, including communications related to your use of the Monitoring Services and the Equipment to government agencies and law enforcement. You consent to such disclosure.

#### 18. During the term of this Agreement and at any time Reliant is providing Monitoring Services to you, your acceptance of these Services acknowledges agreement to the terms and conditions of each vendor or supplier of services to Reliant to the extent those services are used by Reliant to perform under this Agreement and you agree that Reliant may subcontract any portion of the Services it provides to you or to a third party.

#### 19. ENTIRE AGREEMENT

This contract constitutes the entire agreement between the parties. Reliant is not bound by any representation, promise, condition, inducement or warranty, expressed or implied, that is not included in writing in this contract. The terms and conditions of this contract shall control and govern even if there are other documents with inconsistent or additional terms and conditions. You agree that this agreement is performed in the state in which your premises is located and shall be governed by the laws of that state.

#### 20. SEVERABILITY OF CONTRACT PROVISIONS

If a court determines that any provision of this contract is invalid or unenforceable, that provision shall be deemed amended and enforced to the maximum extent permitted by law. Each and every other provision of this contract shall continue to be valid and enforceable.