

## Service Agreement

Service Date: \_\_\_\_\_

### A. CUSTOMER INFORMATION

Customer Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Account Number: \_\_\_\_\_

### B. DESCRIPTION OF INSTALLATION SERVICES PROVIDED TO CUSTOMER

- [*Smart Home – Convenience & Security Setup*].

By signing below, you hereby acknowledge and agree that: (i) the services described in Section B above (the “Services”) were completed to your satisfaction on the service date set forth above (the “Service Date”) at the property (including, without limitation, any improvements thereto) described in Section A above (the “Property”); (ii) the products, devices, or equipment installed pursuant to Section B above (the “Equipment”) is in good working order and fully operational; and (iii) you have received a demonstration of and satisfactory training on the use of the Equipment and its functionality, including any related services and applications. You understand that Dish Network Service, L.L.C.<sup>1</sup>, providing services under the OnTech Smart Home Services brand (“OnTech”) is only installing the Equipment and does not provide any other services in connection with the Equipment. You hereby represent that you: (a) are at least eighteen (18) years old; (b) are the person whose name appears in Section A above (“Customer” or “you”) or a person authorized by Customer to sign this Service Agreement; (c) have read, understand and agree to be bound by the terms and conditions contained in this Service Agreement, including, without limitation, the terms and conditions set forth below (if this Service Agreement is being reviewed in electronic form) or on the other pages of this Service Agreement (if this Service Agreement is being reviewed in paper form). The terms and conditions of the OnTech Site are incorporated by reference herein and contain additional service terms and policies (the “OnTech Terms”). The OnTech Terms are available at <http://www.ontechsmartservices.com/termsandconditions>.

You and OnTech agree that any and all disputes arising out of, relating to, or concerning this Service Agreement, the Equipment, the Services, and any other aspect of your relationship with OnTech will be resolved through mandatory and binding arbitration pursuant to the OnTech Terms.

Signature: \_\_\_\_\_

<sup>1</sup> Or, in California, Dish Network California Service Corporation or in Puerto Rico, DISH Network Service L.L.C.

## ■ SERVICE AGREEMENT ■

**1. LIMITED WARRANTY.** OnTech hereby warrants to Customer that the Services shall be free from defects in workmanship for a period of sixty (60) days following the Service Date. In the event that Customer (i) notifies OnTech of a defect in workmanship in the Services within sixty (60) days following the Service Date and (ii) OnTech confirms the existence of such defect of workmanship, then OnTech will correct such defect in workmanship. The limited warranty described in this Section 1: (a) does not apply to any defects resulting, in whole or in part, from Customer's acts or omissions (including, without limitation, Customer's abuse or misuse of the Equipment); (b) does not apply to any Equipment (including, without limitation, any defects in the Equipment); and (c) is non-transferable. To notify OnTech of a defect in workmanship of the Services, please call: 1-833-ONTECH1 (668-3241) or email: customersupport@ontechsmartservices.com.

**2. TROUBLESHOOTING.** OnTech provides customers with technical support regarding the Services via telephone. In the event that OnTech is unable to solve a technical problem regarding the Services over the telephone, then Customer may request that OnTech schedule a technician visit. OnTech may charge a fee for such visit in the event that the Services are not covered by the limited warranty described in Section 1 above.

**3. AUTHORIZATION FOR INSTALLATION.** Customer hereby represents and warrants that: (i) Customer either owns the Property or is a tenant at the Property and is authorized by the landlord of the Property to have the Services performed at the Property (including, without limitation, making alterations to the Property such as drilling holes in walls, floors, ceilings and roofs; and installation of the Equipment); (ii) Customer is authorized to contract for the Services; and (iii) Customer authorizes OnTech to perform the Services and any related installation. In accordance with the National Electrical Code (NEC), OnTech will not conceal power cords behind walls, under floors or in ceilings. Power cords attached to appliances or components, or temporary power cords such as extension cords, will not be substituted for the fixed wiring of a structure.

**4. CUSTOMER DATA.** Customer hereby acknowledges and agrees that: (i) Customer is solely responsible for backing up data, software, documents, information and files (collectively, "Customer Data") stored on Customer's products, devices and equipment (including, without limitation, the Equipment and Customer's computers, tablets, mobile phones, DVD players, gaming consoles) prior to OnTech inspecting, handling or servicing any of Customer's products, devices and equipment; (ii) OnTech is not responsible for any loss, disclosure, alteration or corruption of any Customer Data, however caused; and (iii) Customer is responsible for removing all accessories and external media devices from Customer's products, devices and equipment prior to OnTech inspecting, handling or servicing any of Customer's products, devices and equipment.

**5. DAMAGES LIMITATION.** IN THE EVENT THAT ONTECH IS DETERMINED TO BE LIABLE TO CUSTOMER, THEN ONTECH WILL BE LIABLE TO CUSTOMER ONLY FOR CUSTOMER'S DIRECT DAMAGES AND IN NO EVENT WILL ONTECH BE LIABLE TO CUSTOMER FOR THE GREATER OF (i) \$100 AND (ii) THE AMOUNT OF FEES AND CHARGES PAID BY CUSTOMER TO ONTECH. ONTECH WILL HAVE NO LIABILITY WHATSOEVER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

**6. DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY BY SECTION 1 ABOVE OR BY APPLICABLE LAW, ONTECH DOES NOT MAKE ANY WARRANTY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE SERVICES OR THE EQUIPMENT). ALL SUCH WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. CUSTOMER HEREBY AGREES TO LOOK SOLELY TO THE MANUFACTURER OF THE EQUIPMENT CONCERNING ANY QUESTIONS, CONCERNS, COMPLAINTS OR CLAIMS REGARDING THE EQUIPMENT.

**7. RELEASE.** Customer hereby indemnifies, releases and holds harmless the Released Parties (as that term is defined below) from and against any and all damages, losses and expenses of any nature whatsoever arising out of, relating to or in connection with: (i) the Services, including, without limitation, damages, losses and expenses arising out of, relating to or in connection with the installation of Equipment or the service of products, devices and/or equipment (e.g., the voiding of warranties that apply to such products, devices and/or equipment); (ii) the Equipment; (iii) the use of the Equipment; and/or (iv) Customer's breach of any of the terms and conditions of this Service Agreement or the OnTech Terms. "Released Parties" means Dish Network Service, L.L.C.<sup>2</sup>, its past and present affiliates (including, without limitation, DISH Network Corporation and its direct and indirect subsidiaries), its third-party

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<sup>2</sup> Or, in California, Dish Network California Service Corporation or in Puerto Rico, DISH Network Service L.L.C.  
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vendors and billing representatives, and the predecessors, successors and assigns of all of the foregoing persons and entities, and the past and present officers, directors, employees, partners, agents, attorneys, shareholders and legal representatives of all of the foregoing persons and entities.

**CONTACT INFORMATION.** In the event that you have any questions, then you may contact OnTech at: 1-833-ONTECH1 (668-3241) or by email at: [customersupport@ontechservices.com](mailto:customersupport@ontechservices.com).