

QUALITY SERVICE PLAN (QSP)



ABSTRACT: Synaptic pledges to its customers that all material, workmanship, and/or building improvements provided for in the course of their remodeling and/or building projects will be free of defects, will be of a specified quality, and will perform properly for a period of one year from the day of commencement of use, substantial completion of the project, or a date of notice of completion of the project, whichever is the first to occur.

QUALITY SERVICE PLAN (QSP) IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED

SYNAPTIC QUALITY SERVICE PLAN (QSP). 1-Year Limited Installation Warranty. Terms and conditions are subject to change.

ASSP will assign and deliver to owner all guarantees, warranties, and quality instructions of all independent contractors, subcontractors, equipment manufacturers, and material suppliers that are applicable to the project.

Our Policies Services are subject to our business policies, practices, and procedures ("Policies"). You agree to adhere to all of our Policies when you use our Services. Our Policies are subject to change at any time with or without notice. We reserve the right to change these QSP or to impose new conditions on use, coverage, and/or service, from time to time, in which case we will post the revision on the company's public website. See synapticIntegrations.com/terms

WHAT IS COVERED BY THE WARRANTY In addition to any warranty extended to the customer directly from the manufacturer of the product or materials used in the installation, the independent contractor will separately warrant that all of its work substantially conforms to the manufacturer's recommendations and follows industry standards and quality guidelines and that, upon notice from customer, it will correct any faults related to defective workmanship or mis-application of the product at no additional cost to the customer. Should the independent contractor fail to honor its warranty, for a period of one (1) year from the date of substantial completion of the work, upon notice to QSP and only if the work is determined to have been performed in a manner inconsistent with industry standards, QSP will assist in the resolution of such defective work. If the warranty work requires the replacement of a product that is no longer available, the customer agrees to accept a reasonable product match for only the product area that is deemed defective.

WHAT IS NOT COVERED

This Limited Warranty does not cover the following items: Any installation defect that was apparent or ascertainable at the time the work was completed but was not promptly reported to QSP; Damage related to subsequent alterations, misuse or abuse of the covered items by any person other than the independent contractor; Damage resulting from fires, storms, electrical malfunctions, accidents, floods, sub-grade moisture conditions, leaks failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, soil sediment, storms, accidents, pest damage or acts of God; Damage related to customer's failure to observe any instructions from the independent contractor and/or requirements of the manufacturer with respect to the product, including without limitation failure to control humidity and temperature levels within the home; Synaptic will not perform normal or routine maintenance; unless services contract has been executed in part of this warranty; and they will not pay for failures that result from the Contract holder's failure to perform normal or routine maintenance. QSP will not repair or replace any covered systems or appliances if they are inoperable as a result of pre-existing conditions Any item furnished by the customer; and the installation of odd lots, close-outs or unwarranted product.

REMEDIES AND LIMITATIONS

The customer understands that the customer must first make all reasonable efforts to compel the independent contractor to honor its warranty before contacting QSP. The preferred remedy is always for the repair or re-installation to be completed by the original installer whenever possible; QSP will be given opportunity to promptly repair, replace, and/or correct item found to be defective, or that fails to function properly, at no cost to the owner, within a reasonable period of time. QSP is not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements or correct code violations. With respect to any claim asserted by the customer against QSP, the customer understands that the customer will have no right to recover or request compensation for, and QSP shall not be liable for, any of the following items: Incidental, consequential, secondary, or punitive damages; damage to any person or property whatsoever for any special, indirect, secondary or consequential damage of any nature however arising out of the use or inability to use because of the construction defect. ASSP is not liable for repairs related to adequacy or capacity of appliances, components and systems in the home; improper installation, design or previous repair of appliances, components and systems; problems or failures caused by a manufacturer's defect; or problems caused by alterations or modifications of appliances, components or systems. Damages for aggravation, mental anguish, emotional distress, or pain and suffering; Costs in excess of the total contract amount for the project; or Attorney's fees or costs.

QSP makes no other warranty, express or implied, other than as set forth herein; These limitations shall be enforceable to the extent permitted by law.

Third-Party Property:

Synaptic allows customers to purchase content, IP, designs, services, on a per item or monthly basis from Synaptic and other entities. Subscribers are responsible for all billed items, including content purchased by others authorized individuals or to use authorized devices on the account. If we bill you for amounts on behalf of a third party, payments received are first applied to our charges. Usage can be restricted by use of account blocking tools or similar features. Blocking tools or similar features are available at no cost. Deleting / canceling third-party applications or agreements from your account or device alone may not stop the billing of monthly recurring charges. Visit synapticIntegrations.com/premium for details.

When You Accept The Agreement

You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral, or electronic statement, including on the web by electronically marking that you have reviewed and accepted; (b) attempt to or in any way use the Services; (c) pay for the Services; or (d) open any package or start any program that says you are accepting the Agreement when doing so. **If you don't want to accept the Agreement, don't do any of these things.**

HOW TO OBTAIN SERVICE. If a problem with the installation develops during the warranty period and registration of this limited warranty within (30) thirty days after completions of the project, and after first attempting to get the independent contractor to remedy the problem, the customer should contact QSP at (936) 788-3257 and provide written notice to QSP at the following address: Attn: Customer Solutions, Department of synapticIntegrations. The written notice should include the following information: the customer's name, address and telephone numbers and a description of the nature of the problem. QSP will investigate the claim promptly. Any warranty work will be done during normal working hours except where a delay will cause additional damage. The customer agrees to provide access to the house and to make available during the work a responsible adult with the authority to approve the warranty work and confirm satisfactory completion of the warranty work.

SYNAPTIC IS NOT A GENERAL CONTRACTOR NOR DOES IT PROVIDE DIRECT CONSTRUCTION SERVICES. The independent contractor is responsible for the performance of any work pursuant to a contract between the independent contractor and the customer and the fulfillment of any and all warranties provided to the customer by the independent contractor

OUR RIGHT TO SUSPEND OR TERMINATE SERVICES

We can, without notice, suspend or terminate any Service at any time for any reason. For example, we can suspend or terminate any Service for the following: (a) late payment; (b) exceeding an Account Spending Limit; (c) harassing/threatening/abusing/offending our employees or agents; (d) providing false or inaccurate information; (e) interfering with our operations; (f) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement and Policies; (g) breaching, failing to follow, or abusing the Agreement or Policies; (h) providing false, inaccurate, dated, or unverifiable identification or credit information or becoming insolvent or bankrupt; (i) modifying a Device from its manufacturer specifications; (j) failing to use our Services for an extended period of time; (k) failing to maintain an active Device in connection with our Services; or (l) if we believe the action protects our interests, any customer's interests, or our intellectual property..

VOIDED

This Limited Warranty is voided under the following circumstances: The work is not included in the Project Description on the Completion Certificate; the customer has signed the Completion Certificate but has not made final payment for the project; or payment for the work is made directly to the independent contractor rather than through the Department of Synaptic. This warranty does not apply to any work that has been subjected to an accident, misuse and abuse, nor to any work that has been modified, altered, defaced, and/or had repairs made/attempt by others.

WARRANTY.

COMPLETE

Customer acknowledges that this Limited Warranty constitutes the entire agreement between the parties and that NO representation, whether oral or in writing, shall in any way alter the terms of this Limited Warranty. Furthermore, nothing in this Limited Warranty shall in any way restrict the right of the independent contractor to bring action against the customer for non-payment.

AGREEMENT.



DISPUTE RESOLUTION AND ARBITRATION

PLEASE READ THIS CAREFULLY; IT AFFECTS YOUR RIGHTS

In those rare instances where your concern is not resolved to your satisfaction through calls to our customer care, you and Synaptic each agree to try to resolve those disputes in good faith after you provide written notice of the dispute as set forth below. If the dispute is not resolved, you and Synaptic agree that the dispute will be resolved through individual binding arbitration or small claims court, instead of courts of general jurisdiction. **Mandatory Arbitration and Waiver of Class Action Instead of suing in court, you and Synaptic agree to arbitrate all Disputes (as defined below) on an individual, non-representative, basis. You agree that, by entering into this Agreement, you and Synaptic are waiving the right to a trial by jury or to participate in a class action or representative action. This agreement to arbitrate is intended to be broadly interpreted.** In arbitration, there is no judge or jury. Instead Disputes are decided by a neutral third-party arbitrator in a more informal process than in court. In arbitration, there is limited discovery and the arbitrator's decision is subject to limited review by courts. However, just as a court would, the arbitrator must honor the terms of the Agreement and can award damages and relief, including any attorneys' fees authorized by law. "Disputes" shall include, but are not limited to, any claims or controversies against each other related in any way to or arising out of in any way our Services or the Agreement, including, but not limited to, coverage, Devices, billing services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if the claim arises after Services have terminated. Disputes also include, but are not limited to, claims that: (a) you or an authorized or unauthorized user of the Services or Devices bring against our employees, agents, affiliates, or other representatives; (b) you bring against a third party, such as a retailer or equipment manufacturer, that are based on, relate to, or arise out of in any way our Services or the Agreement; or (c) that Synaptic brings against you. Disputes also include, but are not limited to, (i) claims in any way related to or arising out of any aspect of the relationship between you and Synaptic, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims or any other legal theory; (ii) claims that arose before this Agreement or out of a prior Agreement with Amplified Service; (iii) claims that are subject to on-going litigation where you are not a party or class member; and/or (iv) claims that arise after the termination of this Agreement.

Dispute Notice and Dispute Resolution Period Before initiating an arbitration or a small claims matter, you and Synaptic each agree to first provide to the other a written notice ("Notice of Dispute"), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute to Synaptic should be sent to: *General Counsel; Arbitration Office* at (936) 788-3257 and provide written notice to QSP at the following address: Attn: Counsel and Arbitration Office, Department of synapticIntergrations, Tech Team Now LLC., Synaptic will provide a Notice of Dispute to you in accordance with the "Providing Notice To Each Other Under The Agreement" section of this Agreement. Synaptic will assign a representative to work with you and try to resolve your Dispute to your satisfaction. You and Synaptic agree to make attempts to resolve the Dispute prior to commencing an arbitration or small claims action. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or Synaptic may commence an arbitration proceeding or small claims action.

- 1. Arbitration Terms, Process, Rules and Procedures** (1) Unless you and Synaptic agree otherwise, the arbitration will be conducted by a single, neutral arbitrator and will take place in the county of the last billing address of the Service or in the district that covers the Service Area; decided by Synaptic. The arbitration will be governed by either: (a) rules that we mutually agree upon; or (b) the JAMS Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"), as modified by this agreement to arbitrate, including the rules about the filing, administration, discovery and arbitrator fees. The JAMS rules are available on its website at jamsadr.com. Notwithstanding any JAMS Rule to the contrary or any other provision in arbitration rules chosen, by agreement, to govern the arbitration, we each agree that all issues regarding the Dispute are delegated to the arbitrator to decide, except that only a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate. (2) The Federal Arbitration Act ("FAA") applies to this Agreement and arbitration provision. We each agree that the FAA's provisions-not state law-govern all questions of whether a Dispute is subject to arbitration. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards for Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply. However, nothing in this paragraph will require or allow you or Synaptic to arbitrate on a class-wide, representative or consolidated basis. (3) 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 SYNAPTIC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Synaptic expressly 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 any portion of this provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. We each are responsible for our respective costs, including our respective counsel, experts, and witnesses. Amplified will pay for its portion any filing or case management fees associated with the arbitration and the professional fees for the arbitrator's services. An arbitrator's award will be a written statement of the disposition of each claim and will also provide a concise written statement of the essential findings and conclusions which form the basis of the award. The arbitrator's decision and award is final and binding, with some limited court review under the FAA, and judgment on the award may be entered in any court with jurisdiction. As an alternative to arbitration, we may resolve Disputes in small claims court in the county of your most recent billing address. In addition, this arbitration agreement does not prevent you from bringing your Dispute to the attention of any federal, state, or local government agency. Such agencies can, if the law allows, seek relief against Synaptic on your behalf.

No Trial By Jury and No Class Action IF FOR ANY REASON A CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY PROCEEDS IN COURT RATHER THAN IN ARBITRATION, REGARDLESS OF WHETHER THE CLAIM IS AN ACTION, COUNTERCLAIM OR ANY OTHER COURT PROCEEDING, WE EACH AGREE THAT TO THE EXTENT ALLOWED BY LAW, THERE WILL NOT BE A JURY TRIAL OR CLASS ACTION AND WE EACH UNCONDITIONALLY (1) WAIVE ANY RIGHT TO TRIAL BY JURY AND (2) WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS WIDE BASIS, INCLUDING JOINING A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY OTHER PROCEEDING.

Indemnification

You agree to indemnify, defend, and hold Synaptic and our subsidiaries, affiliates, parent companies, vendors, suppliers, and licensors harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit, or make available via the Service; failing to provide appropriate notices regarding location-enabled services (see "Location-Enabled Services" section); failure to safeguard your passwords, backup question to your shared secret question, or other account information; or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation, or the rights of any third party. Customer acknowledges that this Limited Warranty and herein referenced addendums, attachments, and Job Order Contracts constitutes the entire agreement between the parties and that NO representation, whether oral or in writing, shall in any way alter the terms of this Limited Warranty. Furthermore, nothing in this Limited Warranty shall in any way restrict the right of the independent contractor to bring action against the customer for non-payment.

LICENSE INFORMATION: Complaints against licensees may be directed to the TX B21965601 Tech Team Now LLC,;