



## Service Terms for Installation and Maintenance Services

These Service Terms for Installation and Maintenance Services (these “Service Terms”) are part of that certain Master Products and Services Agreement (including the General Terms contained therein and all **Schedule A** thereto, the “Agreement”) between Securadyne Systems Intermediate LLC, a Delaware limited liability company d/b/a Allied Universal Technology Services (“AUTS”), and Client (as defined in the Agreement). These Service Terms (together with the Agreement more generally) govern those certain Services, pertaining to AUTS’s installation and (if elected by Client in the Agreement) maintenance of the Equipment specified in any **Schedule A** to the Agreement, more fully described herein (collectively, the “Installation Services”). Certain words that are capitalized but not defined herein have the meanings ascribed to them in the Agreement. These Service Terms and the Installation Services provided by AUTS hereunder are for, and limited to, the installation and maintenance (if elected by Client in the Agreement) of the Equipment only, and Client will not receive any monitoring services under these Service Terms. As provided in the Agreement, the General Terms and these Service Terms may be modified by AUTS from time to time and are available at <https://www.aus.com/service-terms>, and any such modification shall take effect immediately upon the posting of the modified General Terms or Service Terms (as the case may be) at such site or upon written notice to Client.

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**1. INSTALLATION OF EQUIPMENT:** AUTS shall install the Equipment set forth in **Schedule A**, at the Client Premises set forth in **Schedule A**, in accordance with the specifications set forth in **Schedule A**. The Equipment may be either sold or leased by AUTS to Client as provided in **Schedule A**.

**2. PROVISION OF EQUIPMENT:** Except as otherwise provided in **Schedule A**, AUTS shall invoice and Client shall pay all fees and charges related to the Equipment and the Installation Services set forth in **Schedule A**, including shipping and any applicable Taxes. AUTS shall retain full and sole legal and equitable title in and to the Equipment until payment in full is made in accordance with the agreed-upon payment schedule, at which time ownership of the Equipment (except Equipment that is being leased by Client) shall transfer to Client. Client hereby authorizes AUTS to file financing statements in order to perfect its security interest in the Equipment and Installation Services. Client hereby grants AUTS the right to enter the Client Premises and disconnect and remove the Equipment in the event that Client fails at any time to make full and timely payment for such Equipment in accordance with the payment schedule.

**3. CLIENT OBLIGATIONS:** Client understands and agrees that installation of the Equipment may require drilling into various areas of the Client Premises. Client shall provide AUTS with 110/AC electrical outlets for AUTS’s power equipment in locations designated by AUTS. Client shall make arrangements for lifting and replacing carpeting, if required, for the installation of wiring. AUTS shall make all reasonable efforts to conceal wiring necessary for the installation of the Equipment; provided, however, AUTS reserves the right to leave wiring exposed if it determines, in its sole discretion, that concealment of wiring may be impossible or impracticable.

**4. LIMITED WARRANTY:** SUBJECT TO THE PROVISIONS OF THE AGREEMENT, AUTS WARRANTS THAT IT SHALL INSTALL THE EQUIPMENT IN A GOOD AND WORKMANLIKE MANNER. SUBJECT TO THE PROVISIONS OF THE AGREEMENT, IF ANY COMPONENT OF THE EQUIPMENT INSTALLED SHALL PROVE DEFECTIVE OR INOPERABLE UNDER NORMAL OPERATING CONDITIONS WITHIN ONE (1) YEAR FROM DATE OF INSTALLATION, AUTS SHALL, AT ITS OPTION, EITHER REPAIR OR REPLACE THE AFFECTED COMPONENT AT NO ADDITIONAL COST TO CLIENT. AUTS RESERVES THE RIGHT TO SUBSTITUTE OR INSTALL USED PARTS OR PARTS OF EQUAL QUALITY. CLIENT’S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE LIMITED TO, AND IN NO EVENT SHALL AUTS BE RESPONSIBLE FOR MORE THAN, THE REPAIR OR

REPLACEMENT OF THE DEFECTIVE EQUIPMENT. THE FOREGOING WARRANTY SHALL NOT APPLY TO ANY DAMAGE CAUSED BY ANY OF THE FOLLOWING (THE “EXCLUDED WARRANTY CONDITIONS”): ACCIDENT, VANDALISM, FLOOD, WATER, LIGHTNING, FIRE INTRUSION, ABUSE, MISUSE, ACTS OF GOD, CASUALTY, ELECTRICITY, ACTS OF TERRORISM OR WAR, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN AUTS, ANY OTHER CAUSE BEYOND THE CONTROL OF AUTS, OR ANY FAILURE OF CLIENT TO DULY COMPLY WITH THE PROVISIONS OF THE AGREEMENT OR THESE SERVICE TERMS. IF CLIENT DISCOVERS ANY DEFECT IN OR DAMAGE TO THE EQUIPMENT, CLIENT SHALL IMMEDIATELY CONTACT AUTS IN WRITING OR BY TELEPHONE AND DESCRIBE THE NATURE OF THE DEFECT OR DAMAGE SO THAT WARRANTY SERVICE MAY BE RENDERED.

**5. EXTENDED LIMITED WARRANTY:** Client may purchase an Extended Limited Warranty for Equipment at Client’s discretion. Under the Extended Limited Warranty (if purchased), AUTS shall repair or, at its option, replace any part of the Equipment, including batteries, requiring such repair or replacement due to ordinary wear and tear or malfunction (excluding any Excluded Warranty Condition). Client may purchase an Extended Limited Warranty after initial installation of the Equipment, provided that all Equipment is in good working condition (as determined by AUTS) at the time of the Extended Limited Warranty purchase.

**6. EQUIPMENT RELOCATION:** If Client desires to relocate the Equipment, Client shall pay AUTS for all of AUTS’s costs for relocating the Equipment.

**7. MAINTENANCE SERVICES:** Upon expiration of the warranty set forth in **Section 4** hereof, if Client elects to receive maintenance services under the Agreement, AUTS shall provide maintenance services for the Equipment for the fees specified in **Schedule A**, subject to exclusions and limitations set forth herein and in the Agreement. Parts shall be replaced on an exchange basis only, and AUTS reserves the right to use remanufactured and refurbished parts. Maintenance services do not include adding, upgrading, changing or removing features, functions or options, nor do they include maintenance, repair or replacement of Equipment that is necessitated by any of the following: (a) abuse, misuse, accident, neglect; (b) failure of Client to properly perform its duties and responsibilities as provided for in these Service Terms; (c) failure of Client or end-user to operate the Equipment in accordance with manufacturer specifications; (d) failure of Client to follow all instructions regarding the

Equipment in **Schedule A** or otherwise provided by the authorized representative of AUTS; and/or (e) water intrusion, mold, fungi, wet or dry rot, or bacteria.

**8. CONNECTIVITY OF EXISTING EQUIPMENT:** If specified in **Schedule A**, AUTS shall make reasonable efforts to connect Client's previously-installed existing alarm and/or monitoring system (the "Client Legacy System") to the designated AUTS monitoring center. AUTS shall, prior to connection, have the right to inspect the Client Legacy System and shall notify Client of any required repair or replacement costs related to the Client Legacy System or the connectivity thereof. If Client declines to pay such repair or replacement costs, AUTS reserves the right to discontinue its connection efforts and terminate the Installation Services without further obligation or liability. Any repairs to the Client Legacy System shall be performed on a time and material basis, subject to availability of parts.

**9. DEFAULT:** If Client fails to provide, in AUTS's sole discretion, an environment conducive to the provision of Installation Services or fails to perform or fulfill its other obligations under these Service Terms in any material respect, Client shall be in breach of these Service Terms; provided, however, that Client shall have five (5) days from the date of notice of breach by AUTS to cure such breach (if such breach is capable of cure). In the event Client does not cure a breach, then without limitation of AUTS's other rights and remedies under the Agreement, AUTS may, in its sole discretion: (a) cure such breach and the cost of such action may be added to Client's financial obligations under the Agreement; or (b) declare Client in default of these Service Terms. In the event of default, AUTS may, as permitted by law, terminate the Installation Services and seize the Equipment. Termination of the Installation Services shall not terminate the Agreement or Client's continued payment obligations for Installation Services previously rendered or to which Client is contractually committed.

**10. LIMITATION OF LIABILITY:** IN NO EVENT SHALL AUTS'S AGGREGATE LIABILITY, INCLUSIVE OF DEFENSE COSTS, ARISING OUT OF OR RELATED TO THESE SERVICE TERMS AND/OR THE INSTALLATION SERVICES EXCEED THE AMOUNTS PAID BY CLIENT FOR THE INSTALLATION SERVICES, WHETHER AN ACTION IN CONTRACT, TORT, OR OTHERWISE. AUTS AND CLIENT AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THESE SERVICE TERMS.

**11. SUITS REGARDING INSTALLATION SERVICES:** Any Suit by Client against AUTS relative to the Installation Services must be commenced within one (1) year of the accrual of the cause of action or shall be barred.

**12. FEEDBACK:** Any ideas, suggestions, guidance, content, or other information disclosed by Client to AUTS related to the Equipment and the Installation Services and any intellectual property rights relating to the foregoing shall be collectively deemed "Feedback." AUTS shall own all Feedback, and Client hereby assigns to AUTS all of its rights, title, and interest in and to all Feedback. To the extent that the foregoing assignment

is ineffective for whatever reason, Client hereby grants to AUTS a nonexclusive, perpetual, irrevocable, royalty free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform and otherwise exploit all Feedback and derivatives thereof without restriction. Client agrees to promptly execute any documents prepared by AUTS consistent with the foregoing.

**13. AUTS INDEMNIFICATION:** AUTS shall indemnify and hold harmless Client, its agents and employees from and against any loss, damage, injury, judgment, liability, claim, lien or cause of action, including reasonable attorney's fees and/or costs, for injury to person or property or death of a person (collectively, "Claims"), but only to the extent that such Claims are determined by a court of competent jurisdiction: (a) to occur during the process of installing the Equipment at the Client Premises; (b) to have arisen out of the performance of Installation Services; and (c) were caused by the gross negligence or willful misconduct of AUTS, its employees or agents while AUTS, its employees or agents were acting within the course and scope of their duties and authority under these Service Terms. Notwithstanding anything to the contrary herein, AUTS's indemnity obligations hereunder shall cease as of the date the installation of the Equipment is completed.

**14. CLIENT INDEMNIFICATION:** Client, to the fullest extent permitted by law, shall indemnify, defend, and hold AUTS, its members, officers, employees, agents, contractors, agents, representatives, successors and assigns free and harmless from and against any liability for fees, costs (including attorney's fees and costs), losses, claims, injury to or death of any person or damage to property caused by the improper operation of the Equipment and Legacy System, including related equipment, whether due to malfunction or non-function of the Equipment or Legacy System, and/or Client's failure to comply with data privacy obligations and/or confidentiality obligations, judgments, and settlements, to the extent arising from or in any way related to these Service Terms, except as provided above. Client hereby waives all right of subrogation against AUTS and AUTS's insurance carrier, if any, and agrees to carry its own insurance for personal injury and property damage. Said liability policy shall be sufficient to fulfill Client's indemnification and defense obligations hereunder.

**15. CONFIDENTIAL INFORMATION:** Both parties expressly acknowledge and agree that they have a special responsibility under the law to keep any and all data that could potentially be used to identify a particular person ("PII") private and confidential. Both parties acknowledge that the PII to which they may have access to constitutes Confidential Information and neither party shall in any way possess or shall gain possession of any ownership or other proprietary rights with respect to such PII that they had not previously held. Client shall be responsible for costs associated with and timely response to third party requests involving data protection regulations in connection with the collection, processing, disclosure, subject access requests, retention, and transfer of PII. Both AUTS and Client acknowledge and understand that PII may be subject to the subscriber privacy protections set forth in any data security and privacy laws. Both parties agree that they shall use such information in strict compliance all applicable laws governing the use, collection, disclosure and storage of such information.