

## Services Terms for Monitoring Services

These Service Terms for Monitoring Services (the “Monitoring Terms”) are part of that certain Master Products and Services Agreement (including the General Terms contained therein and all **Schedules 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 Monitoring Terms (together with the Agreement more generally) govern those certain Services, pertaining to AUTS’s burglar, fire and/or environmental alarm and video monitoring specified in any **Schedule A** to the Agreement, more fully described herein (collectively, the “Monitoring Services”). Certain words that are capitalized but not defined herein have the meanings ascribed to them in the Agreement. As provided in the Agreement, the General Terms and these Monitoring 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 Monitoring Terms (as the case may be) at such site or upon written notice to Client.

1. **MONITORING OF ALARMS AND VIDEO:** AUTS shall provide the Monitoring Services set forth in **Schedule A**, at the Client Premises set forth in **Schedule A**, in accordance with the specifications set forth in **Schedule A**. AUTS shall connect the Client System (as defined below) to its monitoring facilities and shall monitor, or cause to be monitored by a Technical Provider, alarm and/or video signals 24 hours per day, three hundred sixty-five days per year. Upon receipt of a signal indicating intrusion, fire or another emergency distress condition, AUTS shall use commercially reasonable efforts to notify the police, fire, on-premises security professional, or municipal authority deemed appropriate in AUTS’s sole discretion, as well as the representative designated by Client at the phone number, address and email address supplied by Client, in writing, to receive notification of such alarm signal (the “Primary Contact”). “Client System” means any electrical device, signaling device, communication equipment, software, and other equipment designed to act as an emergency response system that is installed on Client Premises.

2. **PROVISION OF MONITORING SERVICES:** Except as otherwise provided in **Schedule A**, AUTS shall invoice and Client shall pay all fees and charges related to the Monitoring Services set forth in **Schedule A**, including any applicable Taxes. Client hereby grants AUTS the right to enter the Client Premises and disconnect and/or deactivate the Client System from monitoring facilities 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. **COMMUNICATION OF ALARM SIGNALS:** Client agrees that all alarm and video signals, electronic data, voice data or images (collectively, “Signals”) are transmitted via communication equipment, devices and systems (e.g. POTS, VoIP, DSL, broadband, cellular, radio, internet, etc.) which are wholly beyond the control and jurisdiction of AUTS and not maintained by AUTS. Client acknowledges that Signals will not be transmitted to the monitoring station in the event that the communication equipment is not operating properly, or has been cut, interfered with or is otherwise damaged or the Client System is unable to acquire, transmit or maintain a Signal. In such an event, AUTS shall not be responsible for any failure of the Monitoring Services. Client therefore accepts all responsibility of the use of any communication device or system in connection with the Monitoring Services and the Signal failures that may result.

4. **AUTHORIZED PERSONNEL:** Client shall furnish to AUTS, in writing, a list of the names, titles, addresses and phone numbers of all persons authorized to enter the Client Premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter the Client Premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on Client Premises during the regularly scheduled closed period, and/or be notified in the event of an alarm or emergency event. Client shall furnish to AUTS, in writing, an authorized daily and holiday opening and closing schedule in writing. All revisions and modifications to the above shall be supplied to AUTS, in writing, as soon as implemented by Client.

5. **CLIENT’S RESPONSIBILITY:** Client shall test the Client System, to the extent possible, daily and maintain the Client System in good working order during the term of this Monitoring Terms. If a defect to the Client System or a disruption of power to the Client System occurs, Client shall notify AUTS as soon as reasonably possible or make other arrangements to make the Client System operational. Client shall maintain and operate the Client System according to standards and procedures prescribed by the manufacturer or provider of such equipment.

6. **DISTURBING CONDITIONS:** Where any device or equipment, including but not limited to space detection, is or can be reasonably believed to be affected by turbulence of air or other disturbing conditions, Client shall turn off, remove and/or remedy all things, animate or inanimate, including but not limited to all force heaters, air conditioners, animated display signs, animals, coverings of chemical vats, compressors and any other source of air turbulence or movement which may interfere with the effectiveness of the Monitoring Services.

7. **FALSE REPORTS:** An excessive number of false alarms caused by Client’s carelessness, malicious or accidental use of the Client System or Client’s misuse or abuse of the Monitoring Services shall constitute a material breach of contract on the part of Client. AUTS may, at its option, in addition to all other legal remedies, discontinue further performance under the Agreement by providing ten (10) days written notice to Client. AUTS’s termination of performance will not affect AUTS’s right to recover ongoing Client fees and damages from Client. Client shall pay or reimburse AUTS for any false alarm assessment, fine, penalty, fee or other charges imposed by any governmental agency as a result of any false alarm originating from Client’s Premises. In the event AUTS shall dispatch or cause to be dispatched an agent to respond to a false alarm originating from Client’s Premises, Client shall pay AUTS the sum of the applicable hourly rate for such personnel times the number of hours (or fraction thereof) spent at Client’s Premises, plus expenses incurred.

8. **DEFAULT:** If Client fails to perform or fulfill its obligations under these Monitoring Terms in any material respect, Client shall be in breach of these Monitoring 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 Monitoring Terms. In the event of default, AUTS may, as permitted by law, terminate the Monitoring Services and deactivate the Client System. Termination of the Monitoring Services shall not terminate the Agreement or Client’s continued payment obligations for Monitoring Services previously rendered or to which Client is contractually committed.

9. **SUSPENSION OR CANCELLATION OF MONITORING TERMS:** These Monitoring Terms will be suspended, without liability or penalty to AUTS, in the event AUTS’s monitoring station connecting wires, radio repeater/tower, data lines or other equipment are destroyed by fire, other catastrophe or by any other means, or is so substantially damaged that it is impractical to continue service; or in the event that AUTS is unable to either secure or retain the connections, licensees, or privileges necessary for the transmission of Signals between Client’s Premises and AUTS’s monitoring station or between AUTS and any Police, Guard and Fire Departments. In the event the Monitoring Terms are suspended, AUTS, at its option, may reinstate or cancel these Monitoring Terms at a future date. AUTS may terminate these Monitoring Terms upon sixty (60) days written notice to Client if there is any change or newly enacted federal, state, or local law, rule, or regulation relating to the provision of Monitoring Services, which in the reasonable written opinion of AUTS, renders continued provision of the Monitoring Services contrary to law, unduly burdensome or results in an unreasonable hardship.

10. **ALLIED UNIVERSAL’S OBLIGATION:** AUTS’s obligation hereunder relates solely to the Monitoring Services. AUTS is not obligated to maintain, repair or assure operation of the Client System, or any other devices

and equipment of Client or of others to which AUTS's Monitoring Services may be attached, nor to repair or redecorate any portion of Client's Premises upon removal of all or part of the communications equipment.

11. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL AUTS'S AGGREGATE LIABILITY, INCLUSIVE OF DEFENSE COSTS, ARISING OUT OF OR RELATED TO THESE MONITORING TERMS AND/OR THE MONITORING SERVICES EXCEED THE GREATER OF FOUR HUNDRED DOLLARS (\$400.00) OR TEN PERCENT (10%) OF THE ANNUAL SERVICE CHARGE PAID UNDER THE YEAR IN WHICH THE DAMAGE OCCURED, 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.

12. **WARRANTY DISCLAIMER:** EXCEPT AS SET OUT ELSEWHERE IN THESE MONITORING TERMS, AUTS MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, DATA LOSS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AUTS DOES NOT WARRANT THAT THE MONITORING SERVICES WILL MEET ALL OF CLIENT'S REQUIREMENTS OR THAT THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. AUTS DISCLAIMS ANY WARRANTY THAT THE MONITORING SERVICES MAY NOT BE COMPROMISED OR CIRCUMVENTED OR WILL PREVENT ANY PERSONAL INJURY, BUSINESS LOSS, OR PROPERTY LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE. CLIENT ACKNOWLEDGES THE MONITORING SERVICES ARE NOT INSURANCE OR GUARANTEES THAT SUCH WILL NOT OCCUR.

13. **INDEMNIFICATION:** Except for damages, claims or losses due solely to AUTS's willful misconduct or grossly negligent acts, Client, to the fullest extent permitted by law, shall indemnify, defend, and hold AUTS, its members, officers, employees, agents, 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, damage to property, 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 the Monitoring Terms.

14. **ADDITIONAL INSURED:** Client hereby waives and releases AUTS from any and all requirements or obligations that Client or any other party, now or in the future, be named or included as an "additional insured" as it relates to these Monitoring Services.

15. **EQUIPMENT:** It is further agreed that other than with respect to AUTS- or Technical Provider-provided hardware and equipment ("Equipment"), none of the associated hardware and/or other equipment associated with the Monitoring Services or used by Client to access the Monitoring Services, including but not limited to Client Systems, routers, networks, cell equipment, computers and/or devices, is owned by, or the responsibility of, AUTS.

16. **MONITORING SERVICES DATA:** Data collected or generated through the Monitoring Services that does not personally identify Client and/or contain personally-identifiable information ("PII", with all such collected or data referred to herein as "Machine Data") shall be owned by AUTS or the Technical Provider. Data collected or generated through Client's use of the Monitoring Services involving audio, video, incident reporting and daily activity reports ("Reporting Data") shall be owned by Client. Notwithstanding anything to the contrary, Client hereby grants AUTS and its Technical Providers the right to de-identify and aggregate the Reporting Data for use in research, analytics, benchmarking, support, training, testing, development and other business purposes. 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 Reporting Data. Notwithstanding the foregoing, AUTS will have the right to access the Reporting Data at any time and retain a copy of such data upon termination of the Agreement and/or the Monitoring Terms. All other information or data not specifically identified herein, regardless of whether Client may have access to such data, remains the property of AUTS or is assigned to AUTS. AUTS shall have the right to delete any stored Machine Data from its systems after ten (10) days and any stored Reporting Data after one-hundred and twenty (120) days have passed from the date on which the data was first generated, unless a separate written agreement has been entered into by the parties. AUTS makes no representation that all requests for storage beyond said timeframe can or will be honored. Within 30 days of any expiration or termination of these Monitoring Terms, Client shall have the right to access and obtain a copy of the stored Machine and Reporting Data upon request to AUTS which data shall be provided in a format reasonably determined by.

17. **INAPPROPRIATE USE OF VIDEO:** AUTS is not liable for inappropriate use by Client or its agents of any live or recorded video generated by the Monitoring Services. Client assumes all liability in the event that this provision is violated and agrees to indemnify and defend AUTS to the fullest extent permitted under law for violation of this provision.

18. **PERMIT TO OPERATE MONITORING SERVICES:** Client acknowledges that in some local areas it is a requirement to obtain a permit or license from the city, county or other authorities to operate alarm or video monitoring or to permit police or other authorities to respond to an alarm notification. Client shall secure and maintain during the term of these Monitoring Terms, at its sole cost and expense, any permit or license that might be required, and to pay for any additional charges that might be imposed on either party.

19. **CHARGES AND PAYMENTS:** Client agrees to pay, in addition to the charges set forth in the Agreement, all taxes, fees, permits, licenses, fines and charges imposed by any governmental authority relating to the operation of the Monitoring Services, and to pay any increase in charges levied against AUTS by the public utility providing wire connections for the transmission of Signals between Client's Premises and AUTS's monitoring station or Police/Guard/Fire Department. Client additionally agrees that AUTS may, at its option and upon thirty (30) days written notice to Client, increase the monthly service fee for the Monitoring Services at any time after the expiration of one (1) year from the Effective Date, and at any time thereafter, provided that there shall be no more than one such increase during any twelve (12) month period.

20. **CONFIDENTIAL MATERIAL:** 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.