

Effective June 25, 2025. This Service Attachment for Electronic Safety and Security System Installation Services supersedes and replaces all prior versions.

Service Attachment for Electronic Safety and Security System Installation Services

This Service Attachment is between Provider (sometimes referred to as "we," "us," or "our"), and the Client found on the applicable Order (sometimes referred to as "you," or "your,") and, together with the Order, Master Services Agreement, Schedule of Services, and other relevant Service Attachments, forms the Agreement between the parties the terms to which the parties agree to be bound.

Provider is licensed as a security alarm company as required under applicable Texas law. Our license number is B20729.

The parties further agree as follows:

Provider will deliver only the Installation Services, Equipment and Devices itemized in the Services section of the Order. Additional Services may be added only by entering into a new Order including those Services.

INSTALLATION SERVICES ONLY

Provider does NOT provide alarm monitoring or video surveillance services. Provider sells and installs alarm and camera equipment and devices ("Services"). The monitoring of such equipment and devices will be provided by a third party that contracts directly with Client ("Monitoring Company"). Client acknowledges that the Monitoring Company and their licensors own all intellectual property rights in the monitored alarm services and any software required to operate the alarm equipment provided by Provider. The Monitoring Company may have additional requirements and obligations applicable to Client, pursuant to the agreement between Client and Monitoring Company. Provider makes no representation or warranty regarding the monitoring services.

Client designates Provider to act as agent for Client in ordering necessary services or entering trouble tickets from phone service carriers and internet access providers, whenever applicable. Client agrees to (a) furnish and install all conduit, raceway or low smoke cable and to create all holes and wireways through concrete, plaster, metal floors, walls or ceilings which may be required for the installation of the Equipment, (b) provide all commercial AC power circuits required for the operation of the Equipment, (c) pay for all electrical current necessary for the operation of the Equipment and (d) provide a suitable space for the operation of the Equipment consistent with the recommendations of the manufacturer, including, but not limited to, providing a dry and dust-free environment. Provider shall have no duty, responsibility or obligation to make any structural alterations or adjustments to the premises to install the Equipment. Client shall provide Provider with reasonable access to the premises during Provider's working hours and shall furnish elevator service when necessary as well as heat, light, sanitary facilities, electrical power and protection of the Equipment from theft during installation. Provider is not

responsible for restoring Client's premises to its original condition upon removal or relocation of any or all of the Equipment.

<u>Access Control/Cameras/Video</u>. If included in the Order, Provider will install and connect the camera devices described in this Agreement at Client's Premises. Client acknowledges and agrees that: (i) the Equipment is being installed at Client's specific request and is for the safety and security of the employees, invitees and other persons at the Premises, and for no other purpose; (ii) the Equipment will only be installed in public areas within the Premises, and will not be installed or utilized in any area where persons have a reasonable expectation of privacy, such as bathrooms, etc.; and (iii) Client will provide adequate illumination under all operational conditions for the proper operation of the video camera and will provide the 120 AC power supply where required.

Radio/Cellular Service. Provider will install and connect a radio or cellular transmission device to the Equipment. The transmission device will be a backup communication link with the Monitoring Company's Central Station in the event that Client's regular telephone service or primary communication link to the Central Station is disrupted. Client acknowledges that there may be times when the Equipment will be unable to acquire, transmit or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our reasonable control, including storms and power failures. Accordingly, the utilization of a backup means of communication with the Monitoring Company's Central Station is always recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services. Should the cellular or radio transmitter malfunction, it could interfere with the proper operation of the entire network communicating with the Central Station and other communications transmissions. FCC regulations require that the Monitoring Company or its third-party service providers have immediate access to your transmitter in the event of such a malfunction or emergency. Client's agreements with the Monitoring Company may have additional requirements regarding these matters.

Wireless Devices. Client understands that all wireless devices, including but not limited to, wireless local area network (WLAN or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Contract are not physically connected to the System (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED. AND ARE THUS SUBJECT AND VULNERABLE TO, INTERUPTION, INTERCEPTION, INTERFERRENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is your sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. Provider recommends that you regularly inspect any wireless network and wireless devices and test them weekly to help maintain continued operation. Provider also recommends that you carefully read and follow the owner's manual, instructions and warnings for all equipment, including all wireless devices.

Direct Connect Services. If included in the Order, Provider will install a direct connection to the law enforcement, fire department or other agency shown on the Order. Alarm signals

transmitted by the Equipment will be monitored by the police and/or fire departments or other ERP's or their agents, rather than the Monitoring Company.

Inspections. Provider will provide the number of inspections of the Equipment as specified in the Order.

<u>Maintenance Services</u>. Provider will provide periodic maintenance of the installed Equipment as provided in an Order for such Services. If Client has not engaged Provider to provide maintenance services, Provider has no ongoing obligation to repair or maintain any security devices.

Device Verification Service. If included in the Order, Equipment will be installed which, as to certain locations in the Premises, requires the activation of two (2) or more sensing devices, requires a second activation of a single alarm sensor, or requires a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. Client assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting Equipment at the Premises.

Vault Protection. Client represents and warrants to us that any vault covered under this Agreement by sound or vibration detection systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. Client agrees to test any ultrasonic, microwave, capacitance or other electronic equipment designated in this Agreement prior to setting the Equipment for closed periods according to procedures established from time to time by Provider, and to notify Provider promptly in the event that such equipment fails to respond to the test.

ADDITIONAL CLIENT OBLIGATIONS

Hardware Equipment

Client equipment must be maintained under manufacturer's warranty or maintenance contract or is in working order. Provider is not responsible for Client equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All fees, warranties, and liabilities against Provider assumes equipment is under manufactures warranty or maintenance contracts or is in working order.

Provider in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Agreement.

Project Coordination

Provider will coordinate with the appropriate contractors and owner representative to ensure the below are completed appropriately.

Worksite Responsibilities

- Provide access to the work site during agreed upon times for work to be performed during Provider's normal business hours.
- Ensure that during agreed-upon work times, client shall provide keys, ID badges, security clearance, parking, and access to loading docks as may be required by Provider.

- Clear the schedule in room(s) or office during these times so that Provider is not interrupted and forced to stop work prematurely. This includes owner personnel inquiring about the status or functionality of the project prior to the completion of the installation.
- Client understands that if work is stopped at their request that it may result in changes to project schedule or result in rescheduling of the project.
- Client shall inform Provider of any work areas where it has knowledge or reason to believe that facility may have hazardous materials such as Asbestos, Lead, or PCB's.

Electrical, Data, and Telecom Provisions

- Client acknowledges that Provider is not a certified electrician and will not provide any electrical wiring and/or connections.
- Client accepts responsibility to ensure Provider has sufficient power outlets as required for displays, screens, racks, furniture, lighting, and other equipment provided.
- Client also agrees to provide necessary data, CATV, CCTV, and/or Telecom connections required to connect to surveillance equipment as necessary.

Project Change-Management Process

- Changes are a common occurrence in any project, especially monitored alarm/access control/surveillance equipment installation projects. However, if not managed properly changes can create problems for both Client and Provider. Common problems caused by changes are project delays, unanticipated cost increases, prolonged construction in work areas, reduced testing and training opportunities, etc.
- It is agreed that e-mail will serve as the preferred communication medium for all nonemergency communication relating to this project.
- Client agrees to involve necessary personnel from their organization in the planning phases to ensure that sufficient input is gathered up front and incorporated into a final design.

Client's Designated Project Manager

- Prior to acceptance of the scope of work, Client will identify a project manager to be a liaison between Provider and owner's organization.
- Client agrees that it is in everyone's best interest if communication between the parties is channeled through the designated Provider project manager so as to avoid miscommunications between client, owner, and contractor.
- Any changes requested by client shall be communicated via a written change order request by e-mail and said changes are not considered to be accepted until the designated Provider contact has responded in writing, and any price changes or changes to the scope of work have been signed by both parties.
- Client agrees that Provider installation personnel will NOT be asked to change or modify the project while they are working onsite. Provider installation personnel are NOT authorized to implement changes and have specifically been instructed not to do so.

LIMITED INSTALLATION WARRANTY

In addition to the Warranties in the MSA, Provider warrants alarm system installations for a period of one (1) year from the date of the Order. The limited warranty covers parts and standard shipping required to return the system to proper working condition.

The limited warranty covers the following:

- Improper workmanship directly associated with the installation of equipment by Provider personnel
- Premature failure of equipment due to normal operation (as determined by Provider and/or the manufacturer)

The limited warranty does not cover the following:

- Consumable items such as batteries for remotes
- Labor to repair the system, components and parts in order to restore the system to original operating condition
- Ground loop problems caused by faulty or dirty power
- Camera issues such as dirty lens, alignment, focus, dust and/or heat build-up caused by dust
- Routine maintenance as recommended by the manufacturer or as conditions require
- Programming changes including, but not limited to, user interface (UI) changes, operation of preset controls (i.e., macros), and addition of buttons or pages to UI
- Firmware or software updates made available by the manufacturer after the original installation
- Requests for service due to operator error
- Service required as a result of negligence, misuse, or attempted repairs by anyone other than Provider or the manufacturer
- Equipment connections or dis-connections made by persons other than Provider
- Removal or reinstallation of equipment
- Damage caused by lightning, electrical surges, brownouts, overloaded circuits, or acts of God

This Limited Installation Warranty begins at substantial completion of the Service. However, this warranty does not change or modify the manufacturer's warranty in any way. Consult the owner's manual for details about the manufacturer limited warranty.

EXCEPT FOR ANY MANUFACTURER'S WARRANTY AND EXCEPT FOR PROVIDER'S LIMITED WARRANTY ABOVE, THE INSTALLED EQUIPMENT IS PROVIDED "AS IS." PROVIDER AND ITS LICENSORS AND SUPPLIERS MAKE NO GUARANTEES OR WARRANTIES REGARDING THE EQUIPMENT INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE EQUIPMENT WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREOF WHICH THE EQUIPMENT IS DESIGNED TO HELP PREVENT OR AVERT.

PROVIDER MAY FROM TIME TO TIME, BUT SHALL BE UNDER NO OBLIGATION TO, PROVIDE CLIENT WITH REMINDERS, ADVICE, OR OTHER INFORMATION CONCERNING SYSTEM TESTING, RECOMMENDED OR BEST PRACTICES, OR OTHER MATTERS PERTAINING TO THE SYSTEM OR SERVICES ("PROVIDER COMMUNICATIONS"). PROVIDER COMMUNICATIONS MAY BE MADE BY EMAIL OR WEBSITE OR IN-APP NOTICE. CLIENT UNDERSTAND AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO REVIEW SUCH COMMUNICATIONS, AND YOU FURTHER UNDERSTAND AND AGREE THAT PROVIDER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER IN RESPECT OF SUCH COMMUNICATIONS OR THE INFORMATION CONTAINED THEREIN, INCLUDING AS A RESULT OF YOUR ACTS OR OMISSIONS IN RESPECT OF OR IN RESPONSE TO SUCH COMMUNICATIONS.

IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT IT IS IMPOSSIBLE TO PREDICT THE POTENTIAL AMOUNT, EXTENT OR SEVERITY OF ANY DAMAGES OR INJURIES THAT CLIENT OR OTHERS MAY INCUR WHICH COULD BE ATTRIBUTED TO THE FAILURE OF THE INSTALLED EQUIPMENT TO WORK AS INTENDED. ACCORDINGLY (I) CLIENT AGREES THAT THE LIMITATIONS ON PROVIDER'S LIABILITY AND THE INDEMNITIES SET FORTH IN THIS CONTRACT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CLIENT, PROVIDER AND ANY AFFECTED THIRD PARTIES; (II) CLIENT WILL LOOK EXCLUSIVELY TO CLIENT'S INSURER FOR FINANCIAL PROTECTION FROM SUCH RISKS AND LIABILITIES.

PROVIDER'S MONETARY LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT AND WILL NOT EXCEED THE AMOUNTS PAID BY CLIENT TO PROVIDER UNDER THIS AGREEMENT AND ALL SERVICE DESCRIPTIONS IN THE SCHEDULE OF SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF ANY SUCH CLAIM. IN THE EVENT OF AN INSURANCE COVERAGE DISPUTE, PROVIDER IS NOT REQUIRED TO DISPUTE THE COVERAGE DETERMINATION AND IS NOT REQUIRED TO FILE A DECLARATORY JUDGMENT ACTION.

PROVIDER IS NOT LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY INCIDENTAL, PUNITIVE, SPECULATIVE OR CONSEQUENTIAL DAMAGES.

EXCLUSIONS

Provider is not responsible for failures to provide Installation Services that are caused by the existence of any of the following conditions:

- Expired Manufacturer Warranty or Support Parts, equipment or software not covered by a current vendor/manufacturer warranty or support.
- Alterations and Modifications not authorized by Provider Any repairs made necessary by the alteration or modification of equipment other than that authorized by Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Provider.
- Hardware Malfunction Anytime where there is a defect or malfunction in any hardware or software not caused by Provider that adversely affects Provider's ability to perform the Services.
- Client Resource Problems Anytime a problem occurs resulting from a Client resource that are not under Provider's management or control.
- Network Changes Any changes Client may have made to the networking environment that were not communicated to or approved by Provider.

- Task Reprioritization Any problems or failures related to a prioritization or reprioritization of tasks by Client.
- Force Majeure Any problems resulting from a Force Majeure Event as described in the Master Services Agreement.
- Client Actions Any problem resulting from Client actions or inactions that were contrary to our reasonable recommendations.
- Client Responsibilities Any problems resulting from your failure to fulfill any responsibilities or obligations under our agreements.
- Internet Connectivity Loss Any loss of internet connectivity that occurs at Client locations for any reason.
- Software Maintenance Any maintenance of applications software packages, whether acquired from Provider or any other source.
- Remote Computers Home or remote computers that are not covered under the Agreement.

Provider is not responsible for failures to provide Services that occur during any period of time in which any of the following conditions exist:

- Power Supply Malfunction Instances where an uninterruptable power supply (UPS) or power-protective equipment malfunctions.
- Hardware Equipment Client equipment must be maintained under manufactures warranty or maintenance contract or is in working order. Provider is not responsible for client equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All fees, warranties, and liabilities against Provider assumes equipment is under manufactures warranty or maintenance contracts or is in working order.

The following list of items are costs that are considered separate from the Service pricing:

• Costs Outside Scope of the Service – The cost of any parts, equipment, or shipping charges of any kind. The cost of any software, licensing, or software renewal or upgrade fees of any kind. The cost of any third-party vendor or manufacturer support or incident fees of any kind. The cost of additional facilities, equipment, replacement parts, software or service contract.

TERM AND TERMINATION

Term

This Service Attachment is effective on the date specified on the Order (the "Installation Start Date"), and shall continue in effect until completion of the Equipment Installation and acceptance of the alarm system by the Monitoring Company.