

Installation Terms

These Installation of Alarm, Smart Security, Video, and Other Security-Related Equipment Terms and Conditions (“Installation Terms”) are binding on each customer of Universal Protection Service, LP, d/b/a Allied Universal Security Services and/or its subsidiaries, affiliates and assigns (“Allied Universal”) who has signed an agreement to receive security-related services and/or any applicable addenda, schedules, or riders thereto (“Security Agreement”) from Allied Universal (“Client”), that expressly provides for the installation of various security-related equipment (the “Installation Services”). By its execution of the Security Agreement, Client agrees that the provision of the Installation Services as provided in the Security Agreement are governed by these Installation Terms, which may change from time to time without notice to Client and/or as required by equipment manufacturers or installers.

Client acknowledges and agrees that these Installation Terms and the services provided hereunder are for installation of the equipment only and that neither Client, nor any of its agents or subcontractors, are receiving any monitoring services under these Installation Terms. The obligations of Allied Universal herein are strictly limited to the configuration and installation of the Equipment (as defined below). Furthermore, Client acknowledges that the Equipment may be sold or leased by Allied Universal to Client as provided in the Security Agreement.

1. PROVISION AND INSTALLATION OF EQUIPMENT: Subject to availability of equipment and/or installation resources, unavailability or readiness the Client Premises, a force majeure event, or other events outside of Allied Universal’s reasonable control, Client agrees to accept delivery from Allied Universal of the Equipment and Installation Services as set forth in the Security Agreement, for Client’s internal use only.

1.1. PROVISION OF EQUIPMENT: Client agrees to accept from Allied Universal the equipment identified in the Security Agreement (the “Equipment”), to be installed at one or more locations owned and/or operated by Client (“Client Premises”). Unless otherwise noted in the Security Agreement, Allied Universal shall invoice and Client shall pay all charges related to the shipping of Equipment, any applicable sales, use, service, property or other taxes, and any legally mandated fees and charges. Where the Equipment is being purchased by Client, until the purchase price is paid in full, Allied Universal shall retain a perfected security interest in the Equipment and Client hereby grants Allied Universal the right to enter the Client Premises to disconnect and remove the Equipment for failure to make payment in accordance with the payment schedule. Upon full payment of the purchase price, ownership of the Equipment shall transfer to Client. Where the Equipment is being leased by Client, if lease payments are not timely made, Client hereby grants Allied Universal the right to enter the Client Premises to disconnect and remove the Equipment. Re-possession of leased Equipment will not negate Client’s lease payment obligations until the end of the then current lease term.

1.2. INSTALLATION OF EQUIPMENT: Allied Universal will perform the work necessary to install the Equipment at the Client Premises, to include testing the operating condition of the Equipment in accordance with Allied Universal’s then in effect policies and providing the licenses to use any software expressly specified in the Security Agreement. Such providing of software is further predicated on the ability of Allied Universal to license operational software from its software provider. Upon completion of the installation of the Equipment, Allied Universal and/or its subcontractors shall instruct Client in the proper use of the Equipment.

1.3. CLIENT OBLIGATIONS: Client acknowledges and agrees to make the Client’s Premises ready and available for Allied Universal to satisfy its obligations under these Installation Terms without interruption during Allied Universal’s normal working hours. Client further acknowledges and agrees that it is Client’s sole responsibility to pay for and obtain all required state and local permits. Client understands and agrees that installation may require drilling into various areas of Client’s Premises. Client agrees to provide Allied Universal with 110/AC electrical outlets for Allied Universal’s power equipment in locations designated by Allied Universal. Client agrees to make arrangements for lifting and replacing carpeting, if required, for the installation of wiring. Allied Universal will make all reasonable efforts to conceal wiring necessary for the installation of the Equipment; provided, however, Allied Universal reserves the right to leave wiring exposed if it determines, in its sole discretion, that concealment of wiring may be impossible or impracticable. Client acknowledges and agrees that the Installation Services and Allied Universal’s rights hereto may be fulfilled, executed, delivered, provided, and/or serviced by third parties and their agents and assigns (“Subcontractors”) and such Subcontractors will be granted the necessary access to the Client Premises.

1.4. LIMITED WARRANTY: ALLIED UNIVERSAL WARRANTS THAT IN THE EVENT THAT ANY PART OF THE EQUIPMENT SHALL PROVE DEFECTIVE OR INOPERABLE UNDER NORMAL OPERATING CONDITIONS WITHIN ONE (1) YEAR FROM DATE OF INSTALLATION, ALLIED UNIVERSAL WILL, AT ITS OPTION, EITHER REPAIR OR REPLACE THE PART AT NO ADDITIONAL COST TO CLIENT. ALLIED UNIVERSAL RESERVES THE RIGHT TO SUBSTITUTE OR INSTALL USED PARTS OR PARTS OF EQUAL QUALITY. IN NO EVENT SHALL ALLIED UNIVERSAL BE LIABLE FOR MORE THAN, AND CLIENT’S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT. THIS LIMITED WARRANTY IS NOT

ASSIGNABLE. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY DAMAGE CAUSED BY ACCIDENT, VANDALISM, FLOOD, WATER, LIGHTNING, FIRE INTRUSION, ABUSE, MISUSE, ACTS OF GOD, CASUALTY, ELECTRICITY, ACT OF TERRORISM OR WAR, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN ALLIED UNIVERSAL AND ANY OTHER CAUSE BEYOND THE CONTROL OF ALLIED UNIVERSAL. IF CLIENT SHALL DISCOVER A DEFECT OR DAMAGE IN THE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, CLIENT SHALL IMMEDIATELY CONTACT ALLIED UNIVERSAL IN WRITING OR BY TELEPHONE AND DESCRIBE THE NATURE OF THE DEFECT SO THAT SERVICE MAY BE RENDERED. EXCEPT AS SET FORTH IN THIS PARAGRAPH, ALLIED UNIVERSAL MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, WRITTEN, ORAL OR IMPLIED, CONCERNING THE EQUIPMENT INSTALLED. ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY DISCLAIMED AND EXCLUDED.

1.5. EQUIPMENT RELOCATION: If Client desires to relocate the Equipment, Client agrees to pay Allied Universal for all of Allied Universal’s costs for relocating the Equipment.

1.6. MAINTENANCE SERVICES: Upon expiration of the Limited Warranty, should Client elect maintenance services, Allied Universal agrees to provide maintenance services for the fees specified in the Security Agreement, subject to exclusions and limitations provided for herein. Parts will be replaced on an exchange basis only. Allied Universal reserves the right to use remanufactured or refurbished parts. Maintenance services do not include adding, changing or removing features, functions or options or following the maintenance, repair or replacement of parts or any of the Equipment due to: (A) abuse, misuse, accident, neglect; (B) maintenance, repair Client’s failure to properly perform its duties and responsibilities as provided for in these Installation Terms or the failure of Client or end-user to operate the Equipment in accordance with manufacturer specifications; (C) Client’s failure to follow all instructions regarding the Equipment as provided by the authorized representative of Allied Universal, and to instruct all persons who may use the Equipment on its proper use; and/or (D) water intrusion, mold, fungi, wet or dry rot or bacteria.

2. CONNECTIVITY OF EXISTING EQUIPMENT: If specified on the Security Agreement, Allied Universal will make reasonable efforts to connect Client’s previously-installed, existing system, (“Client-Owned System”) to the designated monitoring center. Allied Universal shall, prior to connection, have the right to inspect the Client-Owned System and will notify Client of any required repair or replacement costs related to the Client-Owned System device(s) or connection. If Client declines to pay such repair or replacement costs, Allied Universal reserves the right to discontinue connection efforts of the Client-Owned System and the right to terminate the Installation Services without further obligation or liability. Any repairs will be performed on a time and material basis, subject to available parts.

3. DEFAULTS: If Client fails to provide, in Allied Universal’s sole discretion, an environment conducive to the provision of Installation Services or fails to substantially perform or fulfill any material obligation under these Installation Terms, Client shall be in default of these Installation Terms, provided, however, that Client shall have seven (7) days from the date of notice of default by Allied Universal to cure the default (if such default is capable of being cured). In the event Client does not cure a default, in Allied Universal’s sole discretion, Allied Universal may (a) cure such default and the cost of such action may be added to Client’s financial obligations under the Security Agreement; or (b) declare Client in default of the Installation Terms. In the event of default, Allied Universal may, as permitted

by law, terminate the Installation Services and seize the Equipment. Termination of the Installation Services will not terminate the Security Agreement or Client's continued payment obligations for Installation Services previously rendered.

4. CLIENT REPRESENTATIONS: Client hereby represents and warrants to Allied Universal that it will follow all instructions regarding the Equipment as provided by the authorized representative of Allied Universal, and to instruct all persons who may use the Equipment on its proper use. Failure to do so will render any warranty obligation null and void.

5. LIMITATION OF LIABILITY: IN NO EVENT SHALL ALLIED UNIVERSAL BE LIABLE TO CLIENT FOR INDIRECT, INCIDENTAL, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR USE OR LOSS OF DATA, INCURRED BY CLIENT OR ANY THIRD PARTY, ARISING OUT OF OR RELATED TO THESE INSTALLATION TERMS AND/OR THE INSTALLATION SERVICES WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ALLIED UNIVERSAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ALLIED UNIVERSAL'S AGGREGATE LIABILITY, INCLUSIVE OF DEFENSE COSTS, ARISING OUT OF OR RELATED TO THESE INSTALLATION TERMS AND/OR THE INSTALLATION SERVICES EXCEED THE AMOUNTS PAID BY CLIENT FOR THE INSTALLATION SERVICES, WHETHER AN ACTION IN CONTRACT, TORT, OR OTHERWISE. ALLIED UNIVERSAL AND CLIENT AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THESE INSTALLATION TERMS. THESE INSTALLATION TERMS AND THE INSTALLATION SERVICES ARE SOLELY FOR THE MUTUAL BENEFIT OF THE PARTIES HERETO AND NO BENEFITS, RIGHTS, DUTIES OR OBLIGATIONS ARE INTENDED OR CREATED BY THE INSTALLATION SERVICES AS TO ANY THIRD PARTIES.

6. TIME TO FILE LAWSUIT OR OTHER ACTION: Any action by Client against Allied Universal must be commenced within one (1) year of the accrual of the cause of action or shall be barred. All actions or proceedings against Allied Universal must be based on the provisions of these Installation Terms.

7. NO ADDITIONAL INSURED: Client hereby waives and releases Allied Universal 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 Installation Services.

8. EXTENDED LIMITED WARRANTY: Client may purchase an Extended Limited Warranty. Under the Extended Limited Warranty, Allied Universal will 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, but not due to any excluded condition as specified in Section 1.5 above. This Extended Limited Warranty extends to the price of Equipment only and labor. The Extended Limited Warranty and the billing for it will commence as of the date the Equipment is installed, operational, and the necessary communications connection is completed and will continue for the term of this Agreement. The Extended Limited Warranty will automatically renew for successive thirty (30) day terms at Allied Universal's then-current Extended Warranty rate unless terminated by either party with thirty (30) days advance written notice prior to the end of the then-current term. Client may purchase an Extended Limited Warranty after initial installation of the Equipment, provided that all Equipment is in good working condition at the time of the Extended Warranty purchase.

9. FEEDBACK: Any ideas, suggestions, guidance, content, or other information disclosed by Client to Allied Universal related to the Equipment and the Installation Services and any intellectual property rights relating to the foregoing shall be collectively deemed "Feedback". Allied Universal shall own all Feedback, and Client agrees to assign and hereby assigns to Allied Universal all of its rights, title, and interest in and to such Feedback. To the extent that the foregoing assignment is ineffective for whatever reason, Client agrees to grant and hereby grants to Allied Universal 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 such Feedback and derivatives thereof without restriction. Client agrees to promptly execute any documents prepared by Allied Universal consistent with this section.

10. ALLIED UNIVERSAL INDEMNIFICATION: Allied Universal shall indemnify and hold harmless Client, its agents and employees from or 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 hereinafter "Claims"), but only to the extent that such Claims are determined by a court of competent jurisdiction: (A) to have arisen out of the performance of Installation Services; (B) were caused by the gross negligence or willful misconduct of Allied Universal, its employees or agents while Allied Universal, its employees or agents were acting within the course and scope of their duties and authority under these Installation Terms; and (C) occur during the process of installing the Equipment at the Client Premises. Notwithstanding anything to the contrary herein, Allied Universal's indemnity obligations hereunder shall cease as of the date the installation of the Equipment is completed.

11. CLIENT INDEMNIFICATION: Client, to the fullest extent permitted by law, will indemnify, defend, and hold Allied Universal, its directors, employees and agents, including the Subcontractors, free and harmless from any liability for fees, costs (including attorney's fees and costs), losses, claims, injury to or death of any person or damage to property, 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 the Installation Terms, except as provided above. Client hereby waives all right of subrogation against Allied Universal and Allied Universal'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 its indemnification and defense obligations hereunder.

12. BINDING EFFECT: The covenants and conditions contained in the Security Agreement shall apply to and bind Allied Universal and Client and the heirs, legal representatives, successors and permitted assigns. These Installation Terms shall survive termination or expiration of the Installation Services.

13. CONFIDENTIAL MATERIAL: Both parties expressly acknowledge and agree that they have a special responsibility under the law to keep Personally Identifiable Information ("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 no way possess or gain possession of any ownership or other proprietary rights with respect to such PII that they had not previously held. Both acknowledges and understands that PII may be subject to the subscriber privacy protections set forth in Section 631 of the Cable Communications Policy Act of 1984, as amended (47 U.S.C. Sec. 551), as well as other applicable data security and privacy laws. Both parties agree that they shall use such information in strict compliance with all applicable laws governing the use, collection, disclosure and storage of such information.

14. ENTIRE AGREEMENT: These Installation Terms, combined with all applicable terms of the Security Agreement, constitutes the entire agreement between Allied Universal and Client regarding the Installation Services and supersedes any prior understanding or representation of any kind preceding the revision date listed in the footer of these Installation Terms. All capitalized terms used, but not defined, in these Installation Terms are as defined in the Security Agreement and, where in conflict, these Installation Terms shall govern. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of these Installation Terms. Notwithstanding anything to the contrary, should any conflict exist the order of precedence shall be for the provision of Installation Services, (i) these Installation Terms, (ii) the Security Agreement, and (iii) any other document.

15. WAIVER: The failure of either party to enforce any provisions of these Installation Terms shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of these Installation Terms.