

Monitoring-as-a-Service Terms

These Monitoring-as-a-Service Terms (“Monitoring 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 provide security-related services and/or any applicable addenda, schedules, or riders thereto (“Security Agreement”) with Allied Universal (“Client”) that expressly provides for the provision of remote monitoring of Client’s premises (the “Monitoring Services”). By its execution of the Security Agreement, Client agrees that the provision of the Monitoring Services as provided in the Security Agreement are governed by these Monitoring Terms which may change from time to time without notice.

1. **PROVISION OF MONITORING SERVICES:** Client agrees to accept from Allied Universal the Monitoring Services identified in the Security Agreement for the monitoring of one or more locations owned and/or operated by Client as specifically identified therein (“Client Premises”).
2. **COMMUNICATION OF MONITORING SERVICES:** Client agrees that all signals are transmitted over communication devices and/or services (e.g. leased lines, radio band, cellular, internet-based and/or TCP/IP) which are wholly beyond the control and jurisdiction of Allied Universal, and which are maintained and serviced by the applicable telecommunications company. Neither Allied Universal nor any of its officers, managers, employees or agents shall be responsible for failure of the Monitoring Services as a result of communication failures. Client acknowledges that should there be a communication failure, the monitoring equipment will not communicate alarms to the monitoring station. Client therefore accepts all responsibility of the use of any communication device and/or service in connection with the Monitoring Services and the potential failures that may result.
3. **AUTHORIZED PERSONNEL:** Client agrees to furnish to Allied Universal prior to the commencement date of the Monitoring Services, in writing, a list of the names, titles, addresses and phone numbers of all persons authorized to receive notification of any alarm event. Such persons shall supply Allied Universal with a code number or word that is not known to unauthorized persons. Upon receipt of an alarm or other distress signal, Allied Universal will not dispatch authorities unless the event has been verified at the Client Premises. Client agrees to also furnish to Allied Universal, in writing, an authorized daily and holiday opening and closing schedule in writing. All changes, revisions and modifications to the above shall be supplied to Allied Universal, in writing, as soon as implemented by Client.
4. **OFF-PREMISES MONITORED ALARMS:** Allied Universal will connect the monitoring equipment to its monitoring facilities and will monitor, or cause to be monitored by a third party, signals 24 hours per day, three hundred sixty-five days per year. Upon receipt of a signal indicating that an alarm or distress condition exists, which Allied Universal believes to be authentic and does not otherwise believe to be erroneous or unintentional, Allied Universal will use commercially reasonable efforts to notify the police, fire, on-premises security professional, or municipal authority deemed appropriate in Allied Universal’s sole discretion, as well as the Primary Contact designated by Client to receive notification of such alarm or trouble condition. If Allied Universal is unable to contact the Primary Contact within a reasonable period of time, then it shall attempt to contact the Secondary Contact. All notifications by Allied Universal to the Primary Contact or the Secondary Contact shall be by telephonic or email communication or both, at the telephone numbers and emails provided by Client.
5. **CLIENT’S RESPONSIBILITY:** Client shall test the Monitoring Services daily during the term of this Agreement. In the event any defect in the operation of the Monitoring Services develops, Client shall notify Allied Universal as soon as reasonably possible or make other arrangements to make the Monitoring Services operational. In addition, Client agrees to operate the Monitoring Services according to the current procedure prescribed by Allied Universal.
6. **DISTURBING CONDITIONS:** Where any device or equipment, including but not limited to space detection, is or can be reasonable believed to be affected by turbulence of air or other disturbing conditions, Client agrees to 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. **POWER FAILURE:** In the event of power failure or other interruption at Client’s at Client’s Premises, Client shall immediately notify Allied Universal. Client also agrees to supply uninterrupted 120-volt A/C power to any Monitoring Services device that requires such electrical power.
8. **FALSE REPORTS:** In the event the communications equipment shall cause an excessive number of false alarms through the carelessness, malicious or accidental use of the equipment and/or in the event Client shall in any manner misuse or abuse the Monitoring Services, it shall constitute a material breach of contract on the part of Client, and Allied Universal may, at its option, in addition to all other legal remedies, discontinue further performance under the Security Agreement by giving ten (10) business days’ notice to Client. Allied Universal’s termination of performance will not affect Allied Universal’s right to recover ongoing Client fees and damages from Client. In the event a fine, penalty or fee shall be assessed against Allied Universal by any governmental agency as a result of any false alarm originating from Client’s Premises, Client agrees to reimburse Allied Universal for payment of the false alarm fine, penalty, fee or any other cost or expense incurred by Allied Universal as a result of such false or erroneous alarm. In the event Allied Universal shall dispatch or cause to be dispatched an agent to respond to a false alarm originating from Client’s Premises, where Client intentionally, knowingly or negligently activates the Monitoring Services and no emergency condition exists, then Client shall pay Allied Universal 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.
9. **DEFAULT OR TERMINATION:** Client agrees that if Client fails to pay any fee or other amount due, Allied Universal will have the option to terminate Monitoring Services immediately. Notwithstanding such termination, Client will pay to Allied Universal all accrued charges incurred prior to the date of termination, together with an additional amount equal the remaining payments which Client would have been obligated to pay from the date of termination until the end of the existing term, as liquidated damages and not as a penalty.
10. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT:** These Monitoring Terms will be suspended, without liability or penalty to Allied Universal, in the event the Allied Universal’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 Allied Universal is unable to either secure or retain the connections, licensees, or privileges necessary for the transmission of signals and/or data between Client’s Premises and Allied Universal’s monitoring station or between Allied Universal and any Police, Guard and Fire Departments. In the event the Monitoring Terms are suspended, Allied Universal, at its option, may reinstate or cancel these Monitoring Terms at a future date. Allied Universal 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 Allied Universal, renders continued provision of the Monitoring Services contrary to law, unduly burdensome or results in an unreasonable hardship.
11. **ALLIED UNIVERSAL’S OBLIGATION:** Allied Universal’s obligation hereunder relates solely to the Monitoring Services. Allied Universal is not obligated to maintain, repair or assure operation of the property, or any devices of Client or of others to which Allied Universal’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.
12. **LIMITATION OF LIABILITY:** Client acknowledges and agrees that the fees for Monitoring Services are based solely on the value of the Monitoring Services and are unrelated to the value of Client’s Premises or property, or the property of others, located on the premises. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may result from a failure to perform any of Allied Universal’s obligations herein or the failure of Monitoring Services to properly operate because of, among other things: (a) the uncertain amount of value of Client’s Premises or Client’s property, or the property of others, kept on the premises; (b) the uncertainty of the response time of any police, security professional or fire department; (c) the inability to ascertain what portion, if any, of any loss would be proximately caused by Allied Universal. and/or, (d) the nature of the service to be performed by Allied Universal. Client agrees that its damages (if any) for breach by Allied Universal will be fixed as specified herein. 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 Monitoring Services. Absent the representations contained, Allied Universal would not have entered into this agreement or agreed to provide the Monitoring Services.

13. **ACKNOWLEDGEMENT:** To the fullest extent permitted by law, Client agrees that Allied Universal and its agents, employees, subsidiaries, affiliates and parent companies are exempt from liability for any loss, damage, injury or other consequence arising directly or indirectly from the Monitoring Services. If it is determined that Allied Universal or any of its agents, employees, subsidiaries, affiliates or parent companies are directly or indirectly responsible for any such loss, damages, injury or other consequence, Client agrees that total damages for which Allied Universal and such affiliated parties shall be liable under any theory of liability shall be limited to the greater of \$400 or 10% of the annual service charge paid under this agreement during the year in which the damage occurred. These agreed upon damages are not a penalty, and they are Client’s sole remedy no matter how the loss, damage, injury or other consequence is caused, even if caused by Allied Universal’s sole or concurrent active or passive negligence, gross negligence, failure to perform its duties, strict liability, and/or failure to comply with any applicable law or other fault.
14. **DISCLAIMER OF WARRANTIES:** Allied Universal makes no express or implied warranties as to the Monitoring Services, their merchantability or fitness for any particular use. Allied Universal neither represents nor warrants that Monitoring Services: (i) may not be compromised or circumvented; (ii) will prevent any loss, burglary, hold up, fire or other incident; and/or, (iii) will in all cases provide the detection for which it is intended. Client represents, warrants and agrees that: (a) Allied Universal is not an insurer of Client’s Premises; (b) Client assumes all risk of loss or damage to Client’s Premises or the contents thereof; (c) any affirmation of fact or promise made by Allied Universal shall not be deemed to create an express warranty; (d) Client is not relying on Allied Universal’s skill or judgment in recommending equipment suitable for any particular purpose, and (e) there are no warranties which extend beyond these Monitoring Terms. Client acknowledges and agrees that in the event of the termination of part or all of these Monitoring Terms that all of Client’s representations and warranties will survive such termination.
15. **THIRD PARTIES’ LIMITATIONS:** If Client purchased equipment, including installation, set-up and maintenance, through another person or persons, or from an Allied Universal referral, Client agrees that such other business or person acts solely as an independent contractor, separate and apart from Allied Universal. As a result, Allied Universal has no responsibility or liability to Client for the performance or nonperformance of such third party or the equipment provided by such third party.
16. **TIME TO FILE LAWSUIT OR OTHER ACTION:** Any action by Client against Allied Universal must be commenced within one 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 Monitoring Terms.
17. **MONITORING SERVICES DATA:** All data collected or generated through the rendering of Monitoring Services that does not personally identify Client and/or contain PII (“Machine Data”) shall be owned by Allied Universal. Data collected or generated through the rendering of Monitoring Services involving audio, video, incident reporting and daily activity reports (“Reporting Data”) shall be owned by Client. 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, Allied Universal will have the right to access the Reporting Data at any time and retain a copy of such data upon termination of the Security Agreement. All other information or data not specifically identified herein, regardless of whether Client may have access to such data, remains the property of Allied Universal or is assigned to Allied Universal. Allied Universal shall have the right to delete any stored Machine Data from its systems after ten (10) days have passed from the date on which the data was first generated 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. Should Allied Universal receive a written request to store Machine Data or Reporting Data for more than said timeframe and no such written agreement is reached, Allied Universal will bill and Client shall pay Allied Universal’s standard rates. Allied Universal makes no representation that all requests for storage can or will be honored. Within 30 days of any expiration or termination of these Monitoring Terms, Client shall have the right to obtain a copy of the stored Machine and Reporting Data upon request to Allied Universal.
18. **INDEMNIFICATION AND HOLD HARMLESS:** In the event any person or entity shall make any claim or file any lawsuit against Allied Universal or any of its officers, managers, directors, agents, parent companies, and affiliates (collectively the “Indemnified Parties”), for any reason relating to Allied Universal’s duties and obligations pursuant to the Monitoring Services or Client Premises, including but not limited to the operation or non-operation of the Monitoring Services, Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold each indemnified party harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney’s fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability on the part of any indemnified party. Client shall not be required to indemnify the Indemnified Parties to the extent such claim is determined by a court of competent jurisdiction to be caused by the sole gross negligence or willful misconduct of any indemnified party. Client hereby waives its right to subrogation, and agrees not to participate with any insurance Allied Universal or any other third party in any subrogation against Allied Universal.
19. **INAPPROPRIATE USE OF VIDEO:** Allied Universal 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 Allied Universal to the fullest extent permitted under law for violation of this provision.
20. **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/event monitoring or to permit police or other authorities to respond to an alarm notification. Client agrees to 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.
21. **CHARGES AND PAYMENTS:** Client agrees to pay, in addition to the charges set forth in the Security 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 Allied Universal by the public utility providing wire connections for the transmission of signals between Client’s Premises and Allied Universal’s monitoring station or Police/Guard/Fire Department. Client additionally agrees that Allied Universal 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.
22. **CREDIT REPORTING.** Allied Universal shall have the right but not the obligation, of collecting and/or reporting to one or more credit reporting agencies relevant information pursuant to the Monitoring Services.
23. **BINDING EFFECT:** The covenants and conditions contained in this Monitoring Terms shall apply to and bind Allied Universal and Client and the heirs, legal representatives, successors and permitted assigns of each party. These Monitoring Terms shall survive termination or expiration of the Monitoring Services.
24. **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.
25. **ENTIRE AGREEMENT:** These Monitoring Terms, combined with the relevant terms of the Security Agreement, constitutes the entire agreement between the Allied Universal and Client regarding the Monitoring Services and supersedes any prior understanding or representation of any kind preceding the revision date listed in the footer of these Monitoring Terms. All capitalized terms used, but not defined, in these Monitoring Terms are as defined in the Security Agreement and, where in conflict, these Monitoring Terms shall govern. There are no other promises,

conditions, understandings or other agreements, whether oral or written, relating to the subject matter of these Monitoring Terms. Notwithstanding anything to the contrary, should any conflict exist the order of precedence shall be for the provision of Monitoring Services, (i) these Monitoring Terms, (ii) any Amendments hereto, and (iii) the Security Agreement.

26. **WAIVER:** The failure of either party to enforce any provisions of these Monitoring 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 Monitoring Terms. The acceptance of Subscription Fees by Allied Universal does not waive Allied Universal's right to enforce any provisions of these Monitoring Terms.