Monitoring Services Terms and Conditions
(Global)

These Monitoring Services Terms and Conditions (the "***Terms and Conditions***") are made part of the Agreement as of the Effective Date set forth on the order form signed by the parties referencing this Agreement (the "***Order Form***") (the "***Effective Date***") between the Convergint contracting entity identified in the Order Form, SOW, or similar ordering document ("***Convergint***" or "***CT***") and the Subscriber whose details are set forth on the Order Form, SOW, or similar ordering document ("***Subscriber***", "***You***", or "***Your***"). Subscriber may enter into multiple Order Forms or renewal Order Forms to which these terms will attach. This Agreement includes and incorporates the Order Form and the accompanying terms and conditions below. If Subscriber is a governmental entity, this Agreement shall be construed only to the extent consistent with Subscriber's statutory authority and applicable law.

1. DEFINITIONS. The below terms have the following meanings:

"***Affiliates***" mean an entity, which directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with, another entity. As used herein, "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of more than 50% of the voting equity securities or other equivalent voting interests of the entity. Notwithstanding the foregoing, in no event will any direct or indirect equity holder of Convergint Technologies Group L.P. (including Ares Corporate Opportunities Fund V, L.P. and its Affiliates) be deemed to be an Affiliate of CT.

"***Monitoring***" means the monitoring of Signals received by the Platform, including alarm Signals if applicable, as described in this Agreement.

"***Applicable Law***" means any and all federal, state, local or other law, regulation, rule, code or ordinance and all other applicable judicial administrative judgments, orders, or decrees to which CT, Subscribers or the Services are subject.

"***CT Related Party(ies)***" mean CT's Affiliates and CT's and its Affiliates' agents, representatives, suppliers, service providers, vendors, contractors and subcontractors, and the assignees of any of the foregoing. The CT Related Parties are hereby designated as expressly intended third party beneficiaries of this Agreement and entitled to enforce its provisions.

"***Jurisdiction Grid***" means the Convergint Choice of Law, Venue, Dispute Resolution, and Language Matrix available at convergint.com/terms, which is incorporated by reference into this Agreement.

"***Platform***" means CT's or the relevant CT Related Party's Signal monitoring platform.

"***Premises***" mean the premises described in the Order Form, Statement of Work, or similar ordering document (individually or collectively, "Order Form").

"***Services***" mean, individually and collectively, the Monitoring of video, signal, or other Monitoring, to the extent applicable, related notification services, and other related services ordered by You in the Order Form. The Services may be performed, in whole or in part, by CT's Affiliate.

"***Signal***" means a signal received from the System by the Platform.

"***System***" means, individually and collectively, the security monitoring and facility automation equipment/system described in the Order Form that (i) You purchase from CT or a CT Affiliate pursuant to a separate agreement, or (ii) CT takes over from You or another monitoring service company.

"***ULC***" means Underwriters Laboratories of Canada (not applicable outside of Canada).

2. TERM Subject to earlier termination as expressly provided in this Agreement, this Agreement shall run for the Initial Term specified in the Order Form. THEREAFTER, THIS AGREEMENT SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE ONE (1) YEAR TERMS (EACH, A "***RENEWAL TERM***" AND TOGETHER WITH THE INITIAL TERM, THE "***TERM***"), UNLESS EITHER PARTY REQUESTS TERMINATION IN WRITING TO THE OTHER PARTY AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE INITIAL TERM OR THEN-CURRENT RENEWAL TERM. The rates applicable to each Renewal Term shall be equal to those of the last year of the immediately preceding Initial Term or Renewal Term, provided that CT may automatically increase Your Annual Service Fee by providing You written notice of the increase at least thirty (30) days prior to the expiration or termination of the Initial Term or then current Renewal Term.

3. ELIGIBILITY AND REQUIREMENTS

You are eligible for and may receive the Services only if You (a) purchase the System independently or directly from CT and, unless CT is responsible for installing the System under a separate written and signed agreement with You, correctly install or have installed the System in good working order at the Premises, (b) should a digital communicator be used, furnish and maintain a suitable telephone line at Your own cost and pay for any device required and any monthly charge or other change from the telephone provider, (c) if and as requested by CT, register Your System on-line with the Platform (which may require computer with internet connection) and/or provide a list of the names and phone numbers of persons that You wish CT to have contacted upon receipt of Signals from the System (such list, the "***Emergency Contact List***", and each such person, an "***Emergency Contact***"), and (d) for certain Services, have a wireless device with internet access (for remote access to the System).

4. SYSTEM, PERMITTING, TESTING, AND FINES

4.1 Except to the extent that CT has agreed to do so pursuant to a separate written agreement, if any, You are solely responsible for selecting and purchasing the System and any other devices (e.g., router) to which one or more components of the System must be connected to access or use the Services ("***Devices***"), for correctly maintaining the System and Devices in good working order, and for activating the System. Except to the extent that CT has agreed to do so pursuant to a separate written agreement, **neither CT nor any CT Related Party shall have liability for registration fees, permit fees, or license fees. Neither CT nor any CT Related Party shall have liability for false alarms or false alarm fines, police, fire or other emergency personnel response, any damage to personal or real property or personal injury caused by police, fire or other emergency personnel response to a signal, whether a false alarm or otherwise, or the refusal or failure of the police department, fire department or other emergency personnel to respond.**

APPLICABLE TO ULC CERTIFIED ACCOUNTS IN CANADA, ONLY: Notwithstanding the foregoing, the following shall apply to ULC certified accounts: (a) You will provide CT access to alarm panel or other panel on site; (b) CT will maintain the alarm panel in accordance with ULC specifications, including inspection of all equipment once per year to confirm functionality to ULC specifications; (c) CT will be Your sole service provider with respect to the installation.

5. MONITORING AND OTHER SERVICES

In consideration of payment by Subscriber of the applicable fees set forth in the relevant Order Form, and subject to Subscriber's full compliance with all the terms and conditions of this Agreement, CT will perform the following Services (if indicated on the Order Form):

5.1 Monitoring Service. CT or a CT Related Party will monitor Signals during the term of the Agreement. Upon receipt of a Signal by the Platform, CT or a CT Related Party (i) will make a reasonable attempt to notify by telephone the Premises or one of the Emergency Contacts to confirm the nature of the Signal or that the Signal is not false, and (ii) if appropriate for the nature of the Signal and the Services that You purchased, attempt to notify an Emergency Contact or the applicable emergency response agency (e.g., police, fire), in each case to the extent specified in the Order Form, in accordance with CT's policies and procedures or the policies and procedures of the CT Related Party through which CT provides the Monitoring Service, which policies and procedures may change at any time without notice to You, and to the extent permitted by Applicable Law. You are responsible for keeping the Emergency Contact List up to date. You represent and warrant that the Emergency Contacts are authorized to act on Your behalf and may cancel an alarm before CT or the CT Related Party notifies the relevant emergency response agency. Neither CT nor any CT Related Party will be responsible for attempting to notify any other entity or person, and neither

CT nor any CT Related Party will notify any agency or person if it reasonably believes that notification is not required.

5.2 Video/Still-Imaging Service. The "***Video/Still-Imaging Service***" allows You to monitor portions of the Premises over the internet via video, control certain video components of the System, set alerts and recording preferences, and upload and store videos and pictures within the capacity limitations that You purchase. You must have broadband internet service at the Premises to receive the Video/Still-Imaging Service. You authorize CT and the CT Related Parties to record and maintain audio, video and still-image transmissions, data and communications. CT or the relevant CT Related Party shall be the exclusive owner of such property. Neither CT nor any CT Related Party makes any representation or warranty regarding the quality of the pictures or videos that the Video/Still-Imaging Service transmits, captures or stores. Neither CT nor any CT Related Party is responsible for the loss, failure to record, backup or restoration of videos or pictures. **You agree that You will install, or direct CT to install, video and still imaging camera(s) only in legally permissible locations on the Premises and that You and the System will not video or photograph images in locations where there is or may be an expectation of privacy.**

5.3 Force Majeure. CT shall not be liable for damages, losses or events beyond CT's control that impact or delay CT's ability to perform its obligations under this Agreement within the agreed upon time or cost.

6. BILLING, PAYMENT, DEPOSITS, AND CREDIT

6.1 Invoicing and Payment. You are responsible for payment of all fees and charges for the Services on Your bill including, but not limited to, activation and reactivation fees, late payment charges, optional applicable taxes (federal, state or provincial, local and municipal), registration, permit and license fees, false alarm fees, emergency agency response fees, and any other applicable federal, state, local or municipal fees, fines or surcharges imposed on You, the Services or CT. You may be billed for some Services individually after they have been provided to You. Payments are late if not received by CT by the due date shown on the bill. CT may charge a late fee of up to 1.5 percent a month or part thereof (18% annually or the highest rate permitted by applicable law) for any amount not paid when due.

7. EARLY TERMINATION, SUSPENSION, AND RENEWAL

7.1 General. If for any reason, including but not limited to, CT's equipment failure, CT is unable to provide Monitoring Services, CT, in its sole discretion, shall be permitted to suspend the Monitoring Services at any time, and without notice to Subscriber. There shall be no refund, offset, or deduction in CTs monitoring fees for suspended service provided suspended service does not exceed ten days. CT will refund fees on a pro rata basis for any period in excess of ten days, except to the extent CT cannot recover the corresponding prepaid fees from the applicable CT Related Party.

7.2 Early Termination Fee. You shall provide a 30 day written notice to terminate this Agreement for any reason. You will pay in one lump sum, an amount equal to one-half (½) of all remaining monthly monitoring fees for liquidated damages no less than $100.00 USD (or local currency equivalent), plus unpaid balances and any usual and standard services charges which CT may levy for removal or disconnection of the System (the "***ETF***"). In addition to the ETF, You will reimburse CT for any prepaid fees for the terminated Services that CT cannot recover from the applicable CT Related Party, except to the extent already recovered through fees paid by You or the ETF

7.3 Consequences of Termination. Upon termination (which includes expiration or non-renewal) of this Agreement for any reason, You must: (a) immediately cease use of the Services, (b) pay for Your use of the Services up to and including the date of termination (together with interest, reasonable collection costs and attorney's fee, if applicable, and (c) pay the ETF, if assessed by CT. Termination of this Agreement shall not limit either party from pursuing other remedies available to it, nor shall such termination relieve Your obligation to pay all fees and charges that have accrued or are otherwise owed by You under the Order Form.

7.4 Survival. The parties' rights and obligations under this Agreement shall survive any termination or expiration of the Agreement to the extent necessary to make effective the intent of the Agreement, except as otherwise specifically provided herein.

7.5 Automatic Renewal and Annual Fee Adjustment. This Agreement shall automatically renew on a calendar-year basis unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Upon each automatic renewal, all monthly monitoring fees and service fees may increase by five percent (5%) from the prior year's rates.

8. INDEMNIFICATION AND INSURANCE

8.1 You agree to indemnify, defend and hold harmless CT and all CT Related Parties (each, an "***Indemnified Party***") from and against all claims, demands, liabilities, damages, losses, and expenses, including attorneys' fees and lawsuits, which may be asserted against or incurred by an Indemnified Party by or due to any person or entity not a party to the Agreement, including Your insurance or bonding company, for any expense, loss or damage including, but not limited to, statutory civil damages, personal injury, death and/or property damage, real or personal, arising out of or relating to the Services whether due to the sole, joint or several negligence (including gross negligence) of an Indemnified Party, breach of contract, breach of warranty, express or implied, product or strict liability and/or any claim for contribution or indemnification, whether in contract, tort or equity.

8.2 The responsibility for procuring and maintaining insurance that You determine is appropriate to protect against any loss the Services are intended to detect or mitigate rests solely with You. At a minimum, you will obtain and maintain insurance policies that are commercially reasonable for a similarly situated entity for personal and bodily injury (including death), real property loss or damage, and personal properly loss or damage at or relating to Your premises. Otherwise, nothing in this Agreement requires You to obtain insurance beyond that required by applicable law or Your internal policies. To the fullest extent permitted by applicable law and the terms of Your insurance policies, You waive, and shall cause Your insurers to waive, any rights of subrogation against CT and the CT Related Parties arising out of this Agreement.

9. CT IS NOT AN INSURER, WARRANTY DISCLAIMER, LIMITATION OF LIABILITY

Please read this Section carefully. It limits CT's and the CT Related Parties' potential liability to You.

9.1 **Neither CT nor any CT Related Party is an insurer and that the prices CT charges for the Services reflect the value of the services CT provides You and not the value of the Premises, its contents or any losses associated with personal injury or death, and that You shall obtain any insurance covering personal injury, including death, and real or personal property loss or damage in, about, on, or to the Premises that You desire;**

9.2 **Neither CT nor any CT Related Party makes any guarantee, representation or warranty regarding the Services or the System including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, non-infringement, or any warranty that the Services or System will be uninterrupted, error-free, secure, or free from harmful components;**

9.3 **The Services and System are designed to reduce, but not eliminate certain risks of loss and that the amounts being charged by CT are not sufficient to warrant or guarantee that no loss or damage will occur, or increased loss or damage will not occur;**

9.4 **Neither CT nor any CT Related Party represents or warrants that the System or Services may not be compromised or circumvented or that the System or Services will prevent any loss, injury or damage;**

9.5 **Neither CT nor any CT Related Party is or will be liable for any loss, injury or damage that may occur including, without limitation, any data corruption or inability to retrieve data or personal injury or property loss or damage that You or others sustain as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, even if due to the negligence of CT or a CT Related Party, or due to the improper performance of and/or failure to perform the Services, or due to breach of the Agreement or breach of warranty, express or implied (including, without limitation, the implied warranties of merchantability and fitness for a particular purpose; and**

9.6 **Neither CT nor any CT Related Party shall have any liability for: lost profits, lost or damaged property, loss of use of property or the Premises, government fines and charges, the claim of third parties or the following types of damages: direct, indirect, special, incidental, consequential, and punitive damages.**

9.7 **Should there arise any liability on the part of CT or any CT Related Parties for personal injury or property loss or damage, real or personal, in connection with the remote programming or monitoring of the System, or any related Devices or equipment, the dispatch of individuals or agencies to the Premises, the failure or faulty operation of the Services, the System, any related Devices or equipment, the Platform or the active or passive negligence (including gross negligence) of CT or CT Related Parties including, without limitation, acts, errors, or omissions that occur before, contemporaneously with, or after the Effective Date, any claim(s) brought in product or strict liability, breach of warranty (express or implied), breach of contract (express or implied) or any claim for contribution or indemnification, whether in contract, tort, or equity, or for, without limitation, any general, direct, special, incidental, exemplary, punitive and/or consequential damages, irrespective of cause, CT's and each CT Related Party's liability will be limited to the greater of $500.00 USD (or local currency equivalent) or the total amount that You paid CT for the Services during the 12 month period immediately preceding the date of the incident giving rise to the liability, and this liability shall be exclusive. The parties agree that in the event You suffer damages as a result of CT's or a CT Related Party's negligence to any degree or failure to perform any obligation, it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, You agree that should there arise any liability on the part of CT or a CT Related Party You will accept as liquidated damages in complete satisfaction of such liability the greater of $500.00 USD (or local currency equivalent) or the total amount that You paid CT for the Services during the 12-month period immediately preceding the date of the incident giving rise to the liability, and CT and all CT Related Parties are released and discharged from any further liability. This clause sets forth Your sole and exclusive remedies.**

10. PERSONAL INFORMATION AND PRIVACY

You represent and warrant that You have obtained all consents and rights necessary to lawfully (a) disclose all personal information disclosed by You or on Your behalf to CT and any CT Related Parties regarding individuals or employees (including, without limitation, Emergency Contacts), and (b) authorize CT and CT Related Parties to use such information to administer this Agreement and perform the Services.

11. CT RELATED PARTY TERMS

Additional terms and conditions may be required by a CT Related Party. Any such additional terms and conditions will be provided to you separately and may be amended from time to time.

12. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the provisions of the Jurisdiction Grid available at https://www.convergint.com/terms and incorporated herein by reference as in effect on the Effective Date. The Jurisdiction Grid establishes the governing law, venue, dispute resolution procedures, and controlling language applicable to any and all disputes under this Agreement based upon the jurisdiction of the applicable Convergint entity that is contracting with Customer. Any awards by arbitral bodies shall be enforceable in any court of competent jurisdiction. The applicability of the procedures set forth in this provision shall be solely determined by the Arbitration Body/Court identified in the Jurisdiction Grid.

13. LANGUAGE. The language governing any disputes shall be as specified in the Jurisdiction Grid. For jurisdictions not listed in the Jurisdiction Grid, this Agreement shall be governed by the laws of the jurisdiction of the applicable Convergint entity that is contracting with Customer, and any disputes shall be resolved by the courts located in that jurisdiction. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

13. FULL AGREEMENT, MODIFICATION

The Order Form and this Agreement, including all exhibits, schedules and attachments hereto, constitute the full understanding of the parties with respect to the subject matter covered, supersede any inconsistent or additional promises made to You by CT, any CT Related Party, and any of its or their employees, resellers, subcontractors or agents, and may not be amended, modified or canceled, except in writing signed by both You and CT.

14. COMMENCEMENT OF CLAIMS

You must commence all claims, actions or proceedings, legal or equitable, against CT in accordance with the dispute resolution requirements of this Agreement within one (1) year after the event that caused the damage, loss or liability.

15. NOTICES

All notices relating to this Agreement must be in writing (not including email, unless expressly specified) and delivered, via first class mail, registered or certified, return receipt requested and postage pre-paid or, or nationally recognized overnight courier, to the other party at its address set forth below. Notices will be deemed given by CT when received by Subscriber at the following address above, Attn: legal department. Notices will be deemed given by Subscriber when received by CT at the following address: Convergint Technologies LLC 2000 Center Dr Suite #A315, Hoffman Estates, IL 60192 with a copy to Convergint Technologies, Attn: Legal Dept. at legal.notices@convergint.com. Either party may change its email or mailing address by giving the other party written notice as described above.

16. MISCELLANEOUS

16.1 The provisions of this Agreement shall apply only to the fullest extent permitted by applicable law. If any provision of this Agreement, or its application to any person or circumstance, exceeds the authority granted by applicable law or is otherwise invalid, illegal, or unenforceable, such provision shall be deemed modified and construed to the minimum extent necessary to comply with applicable law, without affecting the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect..

16.2 This Agreement may be assigned, without notice or consent, by either party in connection with a merger, consolidation, acquisition, sale of all or substantially all of the equity interests or assets of the party to which this Agreement relates.

16.3 This Agreement may be executed in counterparts and either party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and both of which counterparts taken together shall constitute but one and the same instrument. Each party may sign and deliver this Agreement by facsimile transmission or by emailing an electronic image of the Agreement.