



Security Solution Proposal

Kalamazoo RESA

3500 Vanrick Drive
Kalamazoo, MI 49001

April 8, 2026

Uyi Osifo

KRESA Camera Expansion

Proposal Submitted
By



There for you.

Proposal No. 99727-1-0

5975 Crossroads Commerce Parkway
Wyoming, MI 49519

KRESA Camera Expansion Statement of Work

Place of Performance

Kalamazoo RESA
 3500 Vanrick Drive
 Kalamazoo, MI 49001

Primary Point of Contact

Uyi Osifo
 Kalamazoo RESA
 269.250.9280
uyi.osifo@kresa.org

Background

Allied Universal Technology Services (AUTS) is pleased to present the following proposal to furnish and install an Avigilon camera addition for KRESA Schools.

Objective

AUTS to provide a complete and efficient Video Surveillance solution for monitoring critical and common areas, as reviewed on site, and approved by the Client. This quote was based on information provided to AUTS from the customer with an associated parts list and request for installation. No prints were provided which may result in a scope change when project is awarded and walked pre installation.

Scope of Work

Video Surveillance System:

- AUTS to furnish and install the following IP network cameras with associated Cat6 cabling and mounting hardware, per device locations yet to be specified. The quote is built into different building folders for the specified material and cameras.
- AUTS has assumed less than 300ft cable runs and minimal lift work. 1 week of a lift was built into the job.
- AUTS is to install the cameras and mounts where specified.
- AUTS to furnish and install associated hardware as follows:

| KRESA West Campus | | |
|-------------------|------------------|-----------------------------------------------------|
| Qty | Part Number | Description |
| 1 | 15C-H5A-3MH | Avigilon H5A Multisensor 15MP (3×5MP) Camera Module |
| 2 | 2.0C-H6SL-DO1-IR | Avigilon 2MP H6A Outdoor Dome Camera with IR |
| 1 | 20C-H5A-4MH | Avigilon H5A Multisensor 20MP (4×5MP) Camera Module |
| 2 | WLMT-1001 | Avigilon Wall Mount for Large Pendant Camera |
| 2 | H5AMH-AD-PEND1 | Pendant Adapter for Multisensor H5 Camera |
| 2 | H5AMH-DO-COVR1 | Dome Bubble and Cover for Outdoor Multisensor |

KRESA Commons

| | Part Number | Description |
|---|----------------|-----------------------------------------------------|
| 1 | 24C-H5A-3MH | Avigilon H5A Multisensor 24MP (3×8MP) Camera Module |
| 1 | WLMT-1001 | Avigilon Wall Mount for Large Pendant Camera |
| 1 | H5AMH-AD-PEND1 | Pendant Adapter for Multisensor H5 Camera |
| 1 | H5AMH-DO-COVR1 | Dome Bubble and Cover for Outdoor Multisensor |

Valley Center

| Qty | Part Number | Description |
|-----|----------------|--------------------------------------------------------------------|
| 2 | 2.0C-H6A-D1 | Avigilon 2MP H6A Indoor Dome Camera |
| 5 | 2.0C-H6A-DO1 | Avigilon 2MP H6A Outdoor Dome Camera |
| 1 | 4.0C-H6A-D1 | Avigilon 4MP H6A Indoor Dome Camera |
| 3 | 4.0C-H6A-DO1 | Avigilon 4MP H6A Outdoor Dome Camera |
| 2 | 9C-H5A-3MH | Avigilon H5A Multisensor 9MP (3×3MP) Camera Module |
| 2 | 9C-H5A-3MH-DP1 | Avigilon 3×3MP H5A Multisensor with Pendant Adaptor and Dome Cover |
| 1 | CLADP-1001 | Avigilon In-Ceiling Adapter |
| 2 | WLMT-1001 | Avigilon Wall Mount for Large Pendant Camera |
| 2 | H5AMH-DO-COVR1 | Dome Bubble and Cover for Outdoor Multisensor |

Woodsedge

| | Part Number | Description |
|---|----------------|--------------------------------------------------------------------|
| 2 | 15C-H5A-3MH | Avigilon H5A Multisensor 15MP (3×5MP) Camera Module |
| 2 | 9C-H5A-3MH-DP1 | Avigilon 3×3MP H5A Multisensor with Pendant Adaptor and Dome Cover |
| 4 | WLMT-1001 | Avigilon Wall Mount for Large Pendant Camera |
| 2 | H5AMH-AD-PEND1 | Pendant Adapter for Multisensor H5 Camera |
| 2 | H5AMH-DO-COVR1 | Dome Bubble and Cover for Outdoor Multisensor |

- AUTS will provide all required camera and recorder programming for a complete and functional video surveillance system.
- AUTS is providing jacks and mini com modules.
- AUTS' scope excludes server upgrades, new NVRs, workstations, licenses, and patch cables. Their responsibilities are limited to providing cabling, mounting hardware, cameras, and the labor required for installation of those components.
- AUTS is not providing server racks, or raceway. No conduit was built into this project.
- Should any items excluded from AUTS' scope be required, they will be addressed through a formal change order.

Period of Performance

Notification of scheduling will be provided by AUTS Operations Department upon award of project.

Qualifications and Clarifications

- Union and Prevailing Wage Labor to install cables or security devices is not included in this proposal.
- AUTS is not responsible for any required asbestos testing and/or abatement. Any required testing or abatement will be identified and performed by others, prior to AUTS beginning any work on site.
- All work shall be installed in compliance with Industry Standards, State, Local & NEC codes.
- Technician parking is available in customer parking lot, free of parking toll.
- **Any additional work not listed in the above scope of work is excluded and will be quoted separately.**

Execution and Delivery

Allied Universal Technology Services will work with KRESA Management to finalize the project time line, once the project is awarded. Allied Universal Technology Services will need to involve the following department personnel: Property Management, Security, Facilities, and IT for proper trade alignment. All work will be performed during normal business hours Monday through Friday, 8:00AM EST to 5:00PM EST (unless otherwise coordinated and noted in this scope) and excludes holidays and weekends.

- AUTS will provide (2) hours of end-user training on the Video Surveillance System to cover the following topics:
 - Overview of system operation and functionality
 - Add/Change/Delete System Users and Roles
 - Viewing Live Video
 - Searching and Viewing Recorded Video
 - Exporting Video

Customer Payment Schedule: Payments due within 30 days upon receipt of invoice.

- 25% at time of project award
- Remainder due upon project completion

Closeout

- AUTS will provide As-Build drawings of final device locations and cable paths for new security equipment ONLY.
- AUTS will provide Warranty information and customer service contact info.
- Warranty is 90 days parts and labor from the date of project sign-off.

- System Testing:
- All completed camera views will be reviewed with the customer and approved in writing, prior to project completion.

Customer/Third Party Furnished Property and Services

- (1) Static WAN IP Address and Network drop.
- 120vac/20amp Power receptacles to be provided at the Security Rack location.
- All required conduit and conduit pathways
- Parking validations for AUTS technicians and AUTS personnel assigned to the project.
- Free access for Technician is required to all areas of work.

Project Performance Requirements

AUTS will adhere to all safety requirements while on site. Technicians will be equipped with full PPE, as per AUTS standard procedure.

AUTS Project Tasks

- Internal and external project kickoff meetings.
- Confirmation of current Certificate of Insurance.
- Procurement of materials.
- Allocation of labor resources.
- Coordination of installation schedule.
- Execute installation of project.
- System Testing.
- Completion approval/sign off by customer.
- Completion Invoice to be issued to customer.
- Project Warranty and Customer Service information to be sent to the customer.

Exclusions

- Conduit and conduit pathways
- 120vac Power
- Patching & Painting
- X-rays/Sonar

- Floor coring
- Fire Caulking
- Fire Sleeves
- Permits and associated fees
- Software Licenses
- Camera Licenses
- Servers and workstations
- Internet service and connectivity
- Network backhaul and switches
- Electrified locking hardware and door closures
- Product Submittals and training documents
- Hazardous material work of any kind
- Bid or Performance Bonding - available if requested (additional charges will apply)
- Traffic control, project security guards, & fire watch
- End-user training (*existing systems*)
- Server Upgrades

KRESA Camera Expansion

Customer Number: 1098691

Kalamazoo RESA

3500 Vanrick Drive
Kalamazoo, MI 49001

Contact: Uyi Osifo
Phone: 269.250.9280
Email: uyi.osifo@kresa.org

Proposal No.: 99727-1-0
Date: April 8, 2026
Your Reference:
Valid To: May 8, 2026
Payment Terms: Net 30
Quoted By: Davis Ziesmer
Phone: -
Email: davis.ziesmer@aus.com

KRESA Commons

| QTY | Description | Unit Price | Ext.Price |
|-----|-----------------------------------------|------------|------------|
| 1 | PDT:Mini-Com Surf Mount Box 2-Port WHT | \$8.83 | \$8.83 |
| 2 | PDT:Mini-Com Module, CAT6 UTP, White | \$21.32 | \$42.64 |
| 1 | AVG:Wall Mount for Large Pendant Camera | \$98.52 | \$98.52 |
| 1 | AVG:Out Pendant Mount Adapter | \$161.81 | \$161.81 |
| 1 | AVG:Dome Bubble and Cover, Clear | \$161.81 | \$161.81 |
| 1 | WCW:23-4P UNS SOL CMP C6 Wht Jkt 500' | \$238.46 | \$238.46 |
| 1 | AVG:24MP H5A Multisensor Camera | \$2,241.89 | \$2,241.89 |

Total Purchase Price \$5,487.99

KRESA West Campus

| QTY | Description | Unit Price | Ext.Price |
|-----|-----------------------------------------|------------|------------|
| 4 | PDT:Mini-Com 2 Port Surface Mt Box | \$8.40 | \$33.60 |
| 8 | PDT:Mini-Com Module, CAT6 UTP, White | \$21.32 | \$170.56 |
| 2 | AVG:Wall Mount for Large Pendant Camera | \$98.52 | \$197.04 |
| 2 | AVG:Out Pendant Mount Adapter | \$161.81 | \$323.62 |
| 2 | AVG:Dome Bubble and Cover, Clear | \$161.81 | \$323.62 |
| 1 | WCW:23-4P UNS SOL CMP C6 Wht Jkt 1000' | \$460.00 | \$460.00 |
| 2 | AVG:2MP Out IR Dom Camera | \$556.03 | \$1,112.06 |
| 1 | AVG:3X5MP, WDR, 270 Degree Lightcatcher | \$2,280.56 | \$2,280.56 |
| 1 | AVG:5MP 4-Head H5A Multisensor Camera | \$2,319.23 | \$2,319.23 |

Total Purchase Price \$11,282.74

Valley Center

| QTY | Description | Unit Price | Ext.Price |
|-----|-----------------------------------------|------------|------------|
| 15 | PDT:Mini-Com Surf Mount Box 2-Port WHT | \$8.83 | \$132.45 |
| 30 | PDT:Mini-Com Module, CAT6 UTP, White | \$21.32 | \$639.60 |
| 1 | AVG:In-ceiling Adapter | \$69.03 | \$69.03 |
| 2 | AVG:Wall Mount for Large Pendant Camera | \$98.52 | \$197.04 |
| 2 | AVG:Dome Bubble and Cover, Clear | \$161.81 | \$323.62 |
| 4 | WCW:23-4P UNS SOL CMP C6 Wht Jkt 1000' | \$460.00 | \$1,840.00 |
| 2 | AVG:2MP Indoor Dome Camera | \$811.23 | \$1,622.46 |
| 1 | AVG:4MP H6A Ind Dome Camera | \$1,004.56 | \$1,004.56 |
| 3 | AVG:4MP H6A Ind Dome Camera | \$1,004.56 | \$3,013.68 |
| 5 | AVG:2MP H6A Outdoor IR Dome Camera | \$1,012.29 | \$5,061.45 |
| 2 | AVG:9MP Multisensor Camera | \$1,739.23 | \$3,478.46 |
| 2 | AVG:H5A Multihead Pendant Adaptor Kit | \$2,048.56 | \$4,097.12 |

Total Purchase Price \$35,554.75

Woodsegde

| QTY | Description | Unit Price | Ext.Price |
|-----|-----------------------------------------|------------|------------|
| 4 | PDT:Mini-Com Surf Mount Box 2-Port WHT | \$8.83 | \$35.32 |
| 8 | PDT:Mini-Com Module, CAT6 UTP, White | \$21.32 | \$170.56 |
| 4 | AVG:Wall Mount for Large Pendant Camera | \$98.52 | \$394.08 |
| 2 | AVG:Out Pendant Mount Adapter | \$161.81 | \$323.62 |
| 2 | AVG:Dome Bubble and Cover, Clear | \$161.81 | \$323.62 |
| 1 | WCW:23-4P UNS SOL CMP C6 Wht Jkt 1000' | \$460.00 | \$460.00 |
| 2 | AVG:H5A Multihead Pendant Adaptor Kit | \$2,048.56 | \$4,097.12 |
| 2 | AVG:3X5MP, WDR, 270 Degree Lightcatcher | \$2,280.56 | \$4,561.12 |

Total Purchase Price \$16,985.07

Lift Rental

Total Purchase Price \$2,000.00

Investment Summary

Total Purchase Price \$71,310.55

Sales Tax will be included on the invoice at the time of billing if applicable.

*This project requires 50% **Mobilization** (plus applicable taxes) prior to project start and **Monthly Progress Invoicing**.*

Confidentiality Notice: This proposal includes data and proprietary information of Allied Universal Technology Services that is to remain confidential. Neither this proposal nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of Allied Universal Technology Services. Please be aware that disclosure, copying, distribution or use of this proposal and the information contained herein is strictly prohibited.

Terms and Conditions of Sale

These Terms and Conditions (the "Terms") govern the agreement of Securadyne Systems Intermediate, LLC d/b/a Allied Universal Technology Services with a principal place of business at 15770 Dallas Pkwy, Suite 500, Dallas, TX, 75248, and on behalf of its affiliates and subsidiaries (collectively, the "Company" or "We") or "Allied Universal Technology Services"), to provide Equipment and Services to the entity or person whose name appears in the Proposal (as defined below) to which these Terms are attached (the "Client" or "You"). The Terms are incorporated into and made a part of the Proposal. The Terms, the Proposal and any Rider(s) collectively form the "Agreement".

In consideration of the mutual covenants herein and for other good and valuable consideration set forth below, the sufficiency of which is hereby acknowledged, Company and Client hereby agree as follows:

1. **Definitions:** Capitalized terms used throughout the Agreement shall have the meaning set forth below:

- a. "**Affiliates**" shall mean any corporation, firm or other entity that directly or indirectly, through one or more intermediates, controls, is controlled by, or is under common control with such party.
- b. "**Client Premises**" shall mean the Client locations wherein the Equipment and Services are provided.
- c. "**Company Releasees**" shall mean the Company and all of its present and future Affiliates, and all directors, officers, employees, contractors, agents, and representatives of any of the foregoing entities, and all successors and assigns of each of the foregoing persons or entities.
- d. "**Effective Date**" shall mean the effective date of this Agreement set forth in the **Proposal** or the date of the issuance of a purchase order or any other contractual document issued by the Client that indicates acceptance of the Company's **Proposal**.
- e. "**Equipment**" shall mean the equipment and other products set forth in the **Proposal** and installed or supplied by the Company.
- f. "**Proposal**" shall mean the proposal, along with any attached riders, between Company and Client to which the Terms are attached.
- g. "**Services**" shall mean the services identified in the **Proposal**.
- h. "**Systems**" shall mean the computer hardware, other electronic or processing devices, and software installed or furnished by the Company.
- i. "Emergency" shall mean failures at a system or panel level and would result in the loss of the entire section of a building or place the facility at high risk.
- j. "Non-Emergency" shall mean failures at an individual component level, resulting in minimal impact to the overall operation of the facility.
- k. "Scheduled Service (Next Available or Scheduled Date)" shall mean Field Level Device Failure with low impact that requires scheduling /coordination for the next available or specific date.

2. **Scope of Services:**

A. **General Scope:** Client desires to receive from the Company and the Company shall provide to the Client the Equipment and Services set forth in the **Proposal**. All Services, the corresponding Systems and Equipment delivered and/or installed, and the fees and charges to be paid by Client for them, are set forth in the **Proposal**. Certain of the Services, Systems and Equipment may be provided by Affiliates or subcontractors of the Company and the Company shall be responsible hereunder for the performance of those Affiliates and subcontractors in every respect as if the provider was the Company itself. The Services exclude routine or preventative maintenance to the Systems and the Equipment. Unless otherwise agreed in writing, all maintenance to the Systems and the Equipment performed by the Company shall be invoiced at its then-prevailing services rates, including such rates for work performed after hours and on weekends or holidays.

B. **Third Party Products and Services:** Company, via agreements with certain third parties that develop, service, and/or license software and other equipment (each, along with their agents and assignees, a "Technical Provider" with such agreements referred to herein as "Technical Provider Agreement(s)"), is an authorized distributor/licensee of certain licensed software-as-a-service ("LSaaS") based software, technology, and other equipment that constitute portions of the LSaaS Services. Certain of the Services may be provided by the Company in conjunction with products or services developed, performed or manufactured by third parties ("Third Party Products and Services"). Company disclaims all liability for personal information Client provides to any Third Party Products and Services. Company does not assume any liability for hosted solutions provided to the Client by Third Party Products and Services. The Company shall have no responsibility for the performance of such Technical Providers and Third Party Products and Services, including the maintenance, data storage, data privacy, cyber-security, cloud storage, repair, proper function, and/or upgrading thereof, except as otherwise expressly set forth in the Proposal.

C. **Monitoring Services:** Company shall provide those certain Services, pertaining to Company's burglar, fire and/or environmental alarm and video monitoring (the "**Monitoring Services**"), set forth in any **Proposal** to the Agreement, at the Client Premises and in accordance with any specifications set forth in such **Proposal**. Company shall connect the Client System (as defined below) to its monitoring facilities and shall monitor, or cause to be monitored by an Affiliate or Subcontractor, 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, Company shall use commercially reasonable efforts to notify the police, fire, on-premises security professional, or municipal authority deemed appropriate in Company'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

(“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.

i. 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 Company and not maintained by Company. 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, Company 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.

ii. Authorized Personnel: Client shall furnish to Company, 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 Company, in writing, an authorized daily and holiday opening and closing schedule in writing. All revisions and modifications to the above shall be supplied to Company, in writing, as soon as implemented by Client.

iii. Company’s Obligations: Company 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 Company’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.

D. LSaaS Services: In consideration for Client’s payment of all applicable fees and costs in any **Proposal**, Company grants Client a limited, non-exclusive, non-transferrable, non-sublicensable right and license to use the LSaaS Services during the subscription term set forth in such **Proposal** for Client’s internal business purposes according to the restrictions set forth in these LSaaS Terms and the Agreement. Company hereby agrees to use commercially reasonable measures to deliver the LSaaS Services to Client subject to these LSaaS Terms, scheduled downtime, force majeure event, termination of the applicable Technical Provider Agreement(s), or other events outside of Company’s reasonable control. Company shall make commercially reasonable efforts to notify Client in the event any termination of a Technical Provider Agreement will impact Client’s access to, or use of, the LSaaS Services.

i. Restrictions: Client shall not, and shall not permit any third party to: (i) modify or create any derivative works based on the LSaaS Services or any portion thereof, or content stored thereto; (ii) reproduce the LSaaS Services; (iii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the LSaaS Services or provide access to the LSaaS Services to third parties on a service bureau basis or otherwise; (iv) decompile, disassemble, reverse engineer, reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the LSaaS Services; (v) remove, modify, alter, destroy, or obscure any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends or other notices or markings on the LSaaS Services or content stored thereto; and (vi) use the LSaaS Services or content stored thereto other than as provided herein, including as limited in the **Proposal**.

ii. Hardware: It is further agreed that none of the associated hardware and/or other equipment associated with LSaaS Services or used to access LSaaS Services, including but not limited to routers, networks, cell equipment, computers and/or devices, is provided or owned by Company.

iii. Hosting and Support: Client is solely responsible for providing, at Client’s own expense, all necessary telephone lines, Internet connections, equipment, software (including a compatible Web browser), wifi-network or LTE connectivity, and services for Client to effectively access the LSaaS Services and provide security measures to prevent unauthorized access. Client is responsible for upgrading and configuring Client’s internal systems (e.g. network settings, Internet routing, firewalls, and Web browsers) to be and remain compatible with and optimize the performance of the LSaaS Services. Company or a Technical Provider will use commercially reasonable efforts to support the LSaaS Services, and maintain its accessibility for Client during the subscription term; provided, however that Company makes no representation or warranty regarding availability. As they become available, Company may provide Client with LSaaS Services updates and upgrades.

iv. Ownership: The LSaaS Services are licensed on a subscription basis to Client and not sold. The LSaaS Services, along with any improvements, enhancements, inventions or derivative works made with respect thereto, are and shall at all times be and remain the exclusive property of Company or the Technical Providers, even if installed in or attached to real property by Client. Except as expressly provided herein, Company or the applicable Technical Provider shall retain all right, title, and interest in and to the LSaaS Services, including, but not limited to, all intellectual property rights therein.

E. Installation Service: You shall comply with any technical requirements set forth in the **Proposal** such as providing electrical power, transformers, wiring, conduits, insulation, lighting, door hardware and any specified environmental requirements. You also shall comply with any applicable laws, codes or standards and insure that installers are made aware of hidden pipes, wires or other objects within walls, floors, ceilings or other concealed spaces.

F. **Maintenance Services:** Unless otherwise specifically provided in the order, AUTS shall provide all tools and equipment required for performance of the Maintenance Services. If included in the contracted service level, as set forth in the Order, AUTS shall, at AUTS's option, repair or replace covered Maintenance Equipment to working conditions, except for Maintenance Equipment that must be replaced due to obsolescence or unavailability of parts. At AUTS's option, repair materials may be new, used, or reconditioned. Customer is solely responsible for its System, except as otherwise expressly otherwise set forth in the **Proposal**.

3. **Client Premises:** Client shall provide and/or shall secure for Company adequate and uninterrupted access to the Client Premises to install the Equipment and/or provide the Services. Your local government(s) with jurisdiction over the Client Premises may require a license or permit for the installation, use or monitoring of the Systems or the Services. You are solely responsible for complying with such obligations and providing Company with any then current license or permit number. Client understands and agrees that installation of the Equipment may require drilling into various areas of the Client Premises. Client shall provide Company with 110/AC electrical outlets for Company's power equipment in locations designated by Company. Client shall make arrangements for lifting and replacing carpeting, if required, for the installation of wiring. Company shall make all reasonable efforts to conceal wiring necessary for the installation of the Equipment; provided, however, Company reserves the right to leave wiring exposed if it determines, in its sole discretion, that concealment of wiring may be impossible or impracticable.

4. **Warranties and Undertakings:**

A. Unless otherwise provided for in the **Proposal**, AUTS provides a ninety (90) day warranty on all materials (the "Material Warranty Period"). This Material Warranty Period extends from the date of installation of the materials. AUTS will pass through to Client any Original Equipment Manufacturer ("OEM") warranties provided or purchased by Client. Any failures of the Equipment or Third-Party Software shall be addressed directly with the OEM or through AUTS upon payment of any applicable AUTS time and material rates. This warranty does not cover any existing materials incorporated into this project, if applicable. This warranty is non-transferable. AUTS provides a ninety (90) day warranty on all labor (the "Labor Warranty Period"). Any labor provided beyond the Labor Warranty Period shall be billed to the Client using AUTS's standard time and material rates unless a service agreement with AUTS is in effect.

B. Services required to remedy software malfunctions caused by or arising out of the actions of Client or a third party shall not be covered by the Warranty, but shall be performed by AUTS upon Client's payment of the applicable AUTS time and material rates. **THE FOREGOING WARRANTY SHALL NOT APPLY TO ANY DAMAGE CAUSED BY ANY OF THE FOLLOWING (THE "EXCLUDED WARRANTY CONDITIONS"):** ACCIDENT, VANDALISM, FLOOD, WATER, LIGHTNING, FIRE INTRUSION, ABUSE, MISUSE, ACTS OF GOD, CASUALTY, ELECTRICITY, ACTS OF TERRORISM OR WAR, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, ANY OTHER CAUSE BEYOND THE CONTROL OF COMPANY, OR ANY FAILURE OF CLIENT TO DULY COMPLY WITH THE PROVISIONS OF THE AGREEMENT. IF CLIENT DISCOVERS ANY DEFECT IN OR DAMAGE TO THE EQUIPMENT, CLIENT SHALL IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE AND DESCRIBE THE NATURE OF THE DEFECT OR DAMAGE SO THAT WARRANTY SERVICE MAY BE RENDERED. COMPANY DOES NOT PROVIDE ANY WARRANTY FOR THIRD PARTY PRODUCTS AND SERVICES.

C. EXCEPT AS SET OUT ELSEWHERE IN THE AGREEMENT, COMPANY 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. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL OF CLIENT'S REQUIREMENTS OR THAT THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. COMPANY DISCLAIMS ANY WARRANTY THAT THE 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 SERVICES ARE NOT INSURANCE OR GUARANTEES THAT SUCH WILL NOT OCCUR.

D. Client may purchase an Extended Limited Warranty for Equipment at Client's discretion. Under the Extended Limited Warranty (if purchased), Company shall 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 (excluding any Excluded Warranty Conditions). Client may purchase an Extended Limited Warranty after initial installation of the Equipment, provided that all Equipment is in good working condition (as determined by Company) at the time of the Extended Limited Warranty purchase.

E. If Company breaches this Agreement, Client shall provide Company written notice specifically identifying the nature of the breach and the provisions of this Agreement affected as a result of such breach, and Company may cure the breach within ten (10) days following Company's receipt of the written notice or, if the breach cannot reasonably be cured within such period, may promptly commence to cure and diligently proceed until cured. If Company cures any such breach, this Agreement shall continue unabated and Company shall not be liable to Client for any loss, damage or expense arising out of or from, resulting from, related to, in connection with, or as a consequence of any such breach.

5. **INSURANCE; LIMITATIONS OF LIABILITY:**

A. CLIENT AGREES THAT COMPANY IS NOT AN INSURER OF CLIENT'S OPERATIONS, PERSONNEL OR CLIENT'S PREMISES. CLIENT ASSUMES ALL RISK OF LOSS, PHYSICAL DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER EXPENSE ARISING OUT OF, RESULTING FROM OR RELATING TO (I) THIS AGREEMENT, (II) THE EQUIPMENT (OR ANY PART OF COMPONENT THEREOF), (III) THE SYSTEM (OR ANY PART OR COMPONENT THEREOF), OR (IV) THE SERVICES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CLIENT WAIVES ANY RIGHT OF

RECOVERY AND ITS INSURERS' RIGHT OF SUBROGATION AGAINST COMPANY FOR ANY LOSS OR DAMAGE RESULTING FROM SUCH OCCURANCE.

B. CLIENT HEREBY RELEASES COMPANY RELEASEES FROM ALL LOSSES, DAMAGES, DESTRUCTION, INJURIES, DEATHS, COSTS AND EXPENSES THAT ARE COVERED BY CLIENT'S INSURANCE POLICIES AND FOR ALL INSURANCE DEDUCTIBLES THEREUNDER. CLIENT HEREBY WAIVES AND RELEASES THE COMPANY RELEASEES 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" UNDER COMPANY'S INSURANCE.

C. Company's duties and/or liability under this Agreement shall not expand regardless of: (a) whether or not the Systems, Equipment or Services capabilities are being used, and/or (b) whether or not there is any rendering and/or use of data/information that pertains to the Services.

D. CLIENT AGREES THAT NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, COMPANY SHALL NOT BE RESPONSIBLE FOR, AND CLIENT HEREBY RELEASES THE COMPANY FROM, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS PROFITS) THAT CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, THE SYSTEMS OR THE EQUIPMENT, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY COMPANY RELEASEES ARE FOUND LIABLE FOR ANY REASON, THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN ANY SITUATION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO CLIENT'S ACTUAL AND DIRECT DAMAGES, AND SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE AMOUNTS (EXCLUDING TAXES) INVOICED OVER THE PREVIOUS TWELVE (12) MONTH PERIOD AND DULY PAID BY CLIENT, SUCH AMOUNTS TO BE INCLUSIVE OF ANY DEFENSE COSTS. IF YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT BUT IN NO EVENT SHALL COMPANY BE HELD TO BE AN INSURER HEREUNDER.

E. Company is not an insurer of the Client's premises and makes no representation, express or implied, that its Services will prevent injury, loss or damage. Company shall maintain, at a minimum, the following insurance coverage: (i) workers' compensation insurance with statutory limits, (ii) automobile liability, with \$1,000,000 combined single limit (each accident), and (iii) commercial general liability, including contractual liability, with coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Client and any person or organization to which Client is obligated with regard to the Services shall be listed by endorsement as an Additional Insured on Company's policies shown in items (ii) and (iii) above. Upon request, Company shall provide certificates evidencing such insurance as outlined above. Client shall give notice to Company of any loss, damage, expense, claim, lawsuit, liability, fine or penalty (together referred to as "Claim") within two (2) days of the occurrence giving rise to the Claim or, with respect to a third-party Claim, within two (2) days from receipt of notice of the Claim. No claim, demand or lawsuit regarding any such Claim shall be brought against Company by Client unless such notice is given. Client is required to maintain insurance covering personal injury, including death, and real and personal property loss and damage, in and about Client's premises.

6. INDEMNIFICATION:

A. Company shall indemnify and hold harmless client, its agents and employees, from and against any loss, damage, injury, judgement, 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 occur during the process of installing the equipment at the client premises; (b) to have arisen out of the performance of this agreement; and (c) were caused by the gross negligence or willful misconduct of Company, its employees or agents while Company, its employees or agents were acting within the scope of their duties and authority under this agreement. Notwithstanding anything to the contrary herein, Company's indemnity obligations hereunder shall cease as of the date the installation of the equipment is completed.

B. Client, to the fullest extent permitted by law, agrees to indemnify, defend and hold the company, its directors, officers, employees, contractors 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 or damage to property caused by the improper operation of the equipment and legacy system, including related equipment, whether due to malfunction or non-function of the equipment or legacy system, 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 these service terms, except as provided above. Client hereby waives all right of subrogation against Company and Company 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 Client's indemnification and defense obligations hereunder.

7. Installation Services and Client Obligations and Warranties:

A. Title to Equipment, System and Panel: In the event that Client has purchased the Equipment, Company shall retain full and sole legal and equitable title in and to the Equipment until payment in full is made in accordance with the agreed-upon payment schedule, at which time ownership of the Equipment (except Equipment that is being leased by Client) shall transfer to Client. While Company retains full and sole legal and equitable title in and to the Equipment until payment in full is made, Company reserves the right to remove all Equipment if payment is past due. Delivery will be by common carrier F.O.B Company's shipping point. In the event the Client has purchased the Equipment, Client grants Company a security interest in the Equipment and the System until Company receives payment in full from Client.

B. Written Consent: No work shall proceed without (1) a signed copy of the Proposal, which incorporates Company standard terms and conditions; or (2) a purchase order that incorporates the Proposal and Company standard terms and conditions terms and condition.

C. Mobilization: Once the Client's purchasing document has been approved, Company will assign a project manager who will coordinate and schedule the project. This Project Manager will serve as the single point of contact for the Client and will provide project updates and/or schedules as required.

D. Equipment Delivery: Once the Project Manager's order(s) for the required material(s) and/or equipment have been placed, the Project Manager will provide the Client with an initial construction schedule based on the manufacturers' acknowledged delivery dates.

E. Equipment Modifications: Company assumes no responsibility for modifications to or errors in equipment manufacturers' specifications, literature, or revisions to equipment operation at the manufacturers' discretion.

F. Equipment Returns: You will pay our then-standard re-stocking fee for returned Equipment or System, including any restocking fees imposed on Company. Special or custom orders (including Equipment sold "As-Is") and any orders that are master-keyed or final sale may not be canceled or returned. To be returned for credit, Equipment must be returned to Company in its original, unmarked, undamaged and unopened factory packaging, no later than 120 days after the earlier of the Equipment having been sold or shipped by Company to Client.

G. Services Performed On Client's Premises: Client hereby grants Company access to any and all areas of the Premises necessary for performance of the Services.

H. Initial Equipment Inspection For Gold And Platinum Coverages: Company reserves the right to will inspect and verify the condition of all the Equipment governed by this agreement within ninety (90) days of the date of this Agreement or as seasonal or operational conditions permit. Company will advise Client if Company finds any Equipment not in working order or in need of repair. With Client's approval, Company will perform the work necessary to return the Equipment to proper working condition. This work will be done at Company's standard fee for parts and labor in effect at that time.

I. Standard Exclusions: Unless otherwise set forth and specifically stated in the scope of work, this proposal EXCLUDES: (1) Furnishing and/or installing any required plywood equipment backboards; (2) Cost associated with telephone or network connectivity as part of the installation or as a reoccurring expense; (3) Arrangement for and/or coordination of any required telephone or network service installation; (4) 110/120V AC power (provided by the Client); and (5) Any expense associated with working in an environment containing asbestos or hazardous material.

J. Client's Responsibility for Operating System Patching, Virus, Malware, Firewall, and Anti-Virus Checking: Client shall be responsible for carrying out its own Operating System Patching, virus, malware, firewall, and anti-virus checking procedures on all deliverables in accordance with good computing practice unless otherwise set forth and specifically stated in the applicable scope of work. Operating System Patching shall include (i) Antivirus Software - Software products and technology used to detect malicious code, prevent it from infecting a system, and remove malicious code that has infected the system; (ii) Cybersecurity Program - Measures and controls that ensure confidentiality, integrity, and availability of the information processed and stored by a computer; (iii) Operating System - A program that runs on a computer and provides a software platform on which other programs can run. (iii) Patching - The act of applying a change to installed software – such as firmware, operating systems, or applications – that corrects security or functionality problems or adds new capabilities; and (iv) Portal - A set of related web pages that are prepared and maintained by AUTS to provide customers access to information.

K. Installation Conditions: This proposal REQUIRES that: (1) All existing equipment, which is to be incorporated into the new system, is operable and suitable for its intended purpose; (2) No area in which AUTS is to install equipment is classified as hazardous or explosive; (3) Client will provide adequate parking accommodations and equipment storage for AUTS's personnel while on the job site; and (4) All work to be performed by AUTS's personnel is during normal business hours unless specifically noted otherwise. Normal business hours are defined as Monday through Friday (excluding federally recognized holidays) from the hours of 8 AM until 5 PM (local time).

8. Monitoring Services and Client Obligations and Warranties:

A. Client Responsibilities: 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 Agreement. If a defect to the Client System or a disruption of power to the Client System occurs, Client shall notify Company 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.

B. 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.

C. False Reports: An excessive number of false alarms caused by Client's carelessness, malicious or accidental use of the Client System or AUTS provided portals or Client's misuse or abuse of the Monitoring Services shall constitute a material breach of contract on the part of Client. Company 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. Company's termination of performance will not affect Company's right to recover ongoing Client fees and damages from Client. Client shall pay or reimburse Company 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 Company shall dispatch or cause to be dispatched an agent to respond to a false alarm originating from Client's Premises, Client shall pay Company 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.

D. Inappropriate Use of Video: Company 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 Company to the fullest extent permitted under law for violation of this provision.

E. Permit to Operating 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 this Agreement, 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.

F. Pricing and Payment Terms for Monitoring Services, Suspension or Cancellation: Any charges, fees, payment, and other amounts due under this Agreement for Monitoring Services shall be paid, in full annually in advance ("Prepaid Annual Payment"). Prepaid Annual Payment not paid on or before each due date and which are not the subject of a good faith dispute shall bear interest at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less). Client shall be liable for any fees, including attorney and collection fees, that Company may incur in its efforts to collect any remaining balances due from Client. If Client fails to pay Company any amount due within ten (10) business days following the payment due date, then in addition to any other rights Company may have, Company shall have the right to suspend or terminate delivery of all or a portion of the Services to Client; provided, however, that Company has supplied prior written notice to Client with sixty (60) calendar days opportunity to cure. Services shall not resume until Client pays all overdue amounts plus any reinstatement fees. At no time may Client withhold payment of any portion of any fees that are not subject to a good faith dispute. All such disputes must be raised and presented to Company in writing within fifteen (15) days from the date of invoice. Client shall cooperate with Company, in good faith, to promptly resolve any such disputes. Company's rights under this Section shall extend to past due payments due to Company under any other agreement between the Parties.

G. Charges: 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 Company by the public utility providing wire connections for the transmission of Signals between Client's Premises and Company's monitoring station or Police/Guard/Fire Department. Client additionally agrees that Company may, at its option upon 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

9. LSaaS Services and Client Obligations and Warranties:

A. Use of LSaaS Services: Client shall have the right to access the LSaaS Services on the first day of the subscription terms as set forth in the **Proposal**. At the expiration of the subscription term or upon termination, Client's right to access the LSaaS Services shall immediately terminate, all rights granted hereunder will be immediately and automatically revoked, and all licenses are immediately revoked and void.

B. Proper Use: Client shall only use the LSaaS Services in a careful and proper manner and will comply with all laws, rules, ordinances, statutes, orders, and instructions from Company and/or the Technical Provider. Client shall keep the LSaaS Services free and clear of any liens or other encumbrances and promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to its possession or use of the LSaaS Services. Client agrees to secure and maintain during the subscription term any permit or professional licenses that might be required, and Client acknowledges that the cost, if any, of the permit or license will be that of the Client, along with any additional charges that might be imposed. If Company or a governmental authority dispatches an agent to respond to a false alarm originating from the Client's Premises, where Client or any representative of Client intentionally, accidentally, or negligently activating or deactivating the alarm signal, or if Company makes any repair call caused by an omission or negligence of Client, Client shall bear and pay the cost of any and all fines and penalties (including any other fees assessed by any governmental authority with respect to such false alarms) and pay to Company any charges for any resulting service call. Under no circumstance shall Company be liable in any form with respect to the occurrence of any false alarms or be liable for Client's or any representative of Client intentionally, accidentally, or negligently activating or deactivating the alarm signal. Additionally, Company will not be responsible in the instance where Client is not notified of an alarm where Client or Client's representative intentionally, accidentally, or negligently provides the Company with incorrect information. C. Client Representations: Client hereby represents and warrants to Company that (a) access to the LSaaS Services is solely for use in the conduct of the Client's internal business, (b) Client will comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances in its use of the LSaaS Services, and (c) any data uploaded to the LSaaS Services will be done only after obtaining appropriate and legally required consents of such persons or parties required on behalf of both Client and Company.

D. Pricing and Payment Terms for LSaaS Services, Suspension or Cancellation: Any charges, fees, payment, and other amounts due under this Agreement for LSaaS Services shall be paid, in full annually in advance ("Prepaid Annual Payment"). Prepaid Annual Payment not paid on or before each due date and which are not the subject of a good faith dispute shall bear interest at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less). Client shall be liable for any fees, including attorney and collection fees, that Company may incur in its efforts to collect any remaining balances due from Client. If Client fails to pay Company any amount due within ten (10) business days following the payment due date, then in addition to any other rights Company may have, Company shall have the right to suspend or terminate delivery of all or a

portion of the Services to Client; provided, however, that Company has supplied prior written notice to Client with sixty (60) calendar days opportunity to cure. Services shall not resume until Client pays all overdue amounts plus any reinstatement fees. At no time may Client withhold payment of any portion of any fees that are not subject to a good faith dispute. All such disputes must be raised and presented to Company in writing within fifteen (15) days from the date of invoice. Client shall cooperate with Company, in good faith, to promptly resolve any such disputes. Company's rights under this Section shall extend to past due payments due to Company under any other agreement between the Parties.

10. **Assignment:** You may not assign this Agreement to any third party, without the prior written consent of Company. The Client may assign this Agreement in whole or in part, after written permission has been obtained from the Company, to a successor in interest. The Company's consent to such an assignment shall not be unreasonably withheld. Any attempt by Client to assign this Agreement to any other third party shall be null and void. The Company may assign all or any portion of this Agreement.

11. **Billing, Finance and Late Charges:**

A. Except for any Mobilization Fee (as defined below), Section 8(F) for Monitoring Services and Section 9(D) for LSaaS Services, Client shall pay all invoices, in full, within thirty (30) days after the date of invoice. For the avoidance of doubt, the invoice date shall be the date printed on the invoice document submitted to Client by Company and reproducible at Client's request. If an invoice is reissued by Company for any reason, including but not limited to Client request, the due date shall be thirty (30) days from the originally-issued invoice date. Invoices shall be issued in accordance with the agreed to project billing schedule based on the completion of the associated project milestones. To the fullest extent permitted by law, Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, without limitation, for all invoiced amounts not paid within thirty (30) days after the date of invoice. In addition, Client shall pay an administrative fee (a late charge, as agreed upon damages and not a penalty) of five percent (5%) of any invoice not paid within sixty (60) days after the date of invoice. To the fullest extent permitted by law, Company reserves the right to immediately stop current or future Services for Client when an invoice(s) becomes past due. Client hereby grants Company 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. In the event of stopped work by Company based on past due invoices by Client, Client shall pay to Company demobilization and remobilization cost incurred by Company arising from the stoppage before work shall restart.

B. Company reserves the right on any project to charge and invoice the Client twenty-five (25%) percent of the entire **Proposal** amount for the Project which shall be referred to as a "**Mobilization Fee**." The Mobilization fee enables the company to mobilize the workforce and order the associated equipment in a timely fashion. This Mobilization fee will be due and payable on receipt of invoice for such fee. It shall be credited against the total amount due. This Mobilization fee is subject to any restocking fees that may be applicable. Company will not begin the project until Company receives the Mobilization Fee.

12. **Waiver:** A written waiver by either Company or Client of any of the terms or conditions of this Agreement at any time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of this Agreement. The failure of either Company or Client to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice a such party's right to enforce such provision at a later time.

13. **Applicable Law:** This Agreement shall be governed by and construed according to the laws of the State of Texas without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

14. **Venue:** Company and Client hereby irrevocably agree that any Suit arising out of, from, in connection with, or as a result of this Agreement or the subject matter hereof, or any Service, Systems or Equipment, shall be brought exclusively in the state or federal courts located in the county or district where Company's principal place of business is located (presently being Dallas County, Texas). Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of each such court, and waives any objection that such Party may have to jurisdiction or venue therein, in any such Suit. Each Party hereby consents to the service of process in any Suit in accordance with the notice provisions of this Agreement. Each Party hereby waives any right to trial by jury in any Suit brought by the other Party.

15. **Force Majeure:** Company shall not be responsible or liable in any respect for interruptions or delays in Service or failures of or damage to Systems or Equipment due to events outside the reasonable control of Company, including, without limitation, accidents, embargoes, labor stoppages, riots, military or police actions, active shooter events, terrorist acts, acts of God, lightning, fires, floods, inclement weather, or power or communications outages (collectively, "**Force Majeure**"). Any additional costs and expenses incurred by Company in performing the Services that result from Force Majeure shall be the responsibility of Client as an additional charge invoiced and paid by Client as they are incurred. To the extent that Company is unable to perform, or is delayed in performing, the Services due to Force Majeure, such nonperformance or delayed performance shall not constitute a breach of this Agreement or cause for termination of this Agreement.

16. **Severability:** If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

17. **Modifications:** No modification to this Agreement shall be effective unless reduced to writing and executed by both parties.

18. **Right to Terminate:** Company and Client may terminate this Agreement in its sole discretion, with or without cause, upon sixty (60) days written notice to the other party. This Agreement may be terminated by Company, in whole or in part, for breach by Client upon five (5) days written notice that Client fails to cure within such period. Upon expiration or termination of this Agreement for any reason: (a) all licenses and other rights

granted to Client shall automatically terminate; (b) all materials, other than archival copies, provided by either party to the other shall be destroyed or returned within five (5) days after the effective date of termination; and (c) all earned and undisputed unpaid fees and expenses shall become immediately due and payable. Each party's termination and other rights and remedies contained in this Agreement are cumulative and are in addition to all other rights and remedies available to the parties.

Unless terminated earlier in accordance with this Section, this Agreement shall, after the Initial Term, automatically renew for additional and identical periods of time (each a "Renewal Term"), unless either Party provides written notice of its intention not to renew at least forty-five (45) days prior to the expiration of the Initial Term or any Renewal Term. In the event that the Agreement is automatically renewed, pricing will be increased based on the percentage included in the Proposal.

Company may discontinue any Service due to governmental requirements by giving notice in writing to Client. Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches any term condition of this Agreement and does not cure such breach within seven (7) days after written demand by the Party giving notice, or if such breach is incapable of cure. Client expressly agrees that the failure to make any payment due under this Agreement shall constitute a material breach of this Agreement.

19. **Regulatory Considerations:** Client shall fully comply, at its own cost and expense, with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules, regulations, orders, permits and other legal requirements (collectively, "Governmental Regulations") applicable to its operations, its capacity for receiving Services, the Client Premises, and its performance under this Agreement, including, without limitation, those relating to: (a) health, safety or the environment; (b) accessibility by and accommodation of handicapped persons; and (c) discrimination of any type or manner. Client shall notify Company in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public authority or the commencement of any judicial or administrative litigation or arbitration proceedings with respect to Company, the Services and/or this Agreement. Should Company be issued a citation or other sanction because of conditions on the Client Premises created by Client or others, including but not limited to, applicable health, safety and labor Governmental Regulations, Client shall pay and shall be responsible for any resulting fine.

20. **Increased Costs:** In the event that Company experiences an increase in its costs of providing the Services resulting from any change, whether or not anticipated, in (a) Taxes, permit fees and/or Governmental Regulations, or required withholdings imposed or assessed on amounts payable to and/or by Company hereunder or by or in respect of Company to its personnel, (b) costs imposed by third parties, and/or (c) costs related to insurance and other requirements, including, without limitation, costs incurred by Company pursuant to applicable Governmental Regulations, Client's payments for Services shall be increased by the amount of the increase in Company's costs resulting from such items. Company shall provide Client notice of such change in the applicable costs. In the event that any applicable, tariff, duties, or import/export government restrictions are imposed or increased after the effective date of this Agreement, and such changes result in increased cost to Company, the parties agree at such increased cost shall be subject to adjustment, and Client's prices or fees shall be increased accordingly by Company. Company will notify Client in writing of any increased adjustments based on these applicable to tariff, duties, or import/export restrictions.

21. **Personnel:** During the term of this Agreement and for a period of one (1) year thereafter, Client shall not directly or indirectly recruit, solicit, or engage as an employee or independent contractor any employee, contractor, or consultant of the Company or the Company's Affiliates', subcontractors, personnel, or employees, who have become known to Client as a result of the Agreement or Services without the Company's prior written. Breach of this provision requires Client to pay One Hundred percent (100%) of such individual's total annual compensation as liquidated damages, not as a penalty. This provision is intended to be enforceable to the fullest extent permitted by law, and any portion deemed unenforceable shall be severed, with the remainder continuing in full force and effect.

22. **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 Company to cure such breach (if such breach is capable of cure). In the event Client does not cure a breach, then without limitation of Company's other rights and remedies under the Agreement, Company 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, Company 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.

23. **Data:** Data collected or generated through the 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 Company. Data collected or generated through Client's use of the 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 Company 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, Company 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 Company or is assigned to Company. Company 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. Company 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 Terms, Client shall have the right to access and obtain a copy of the stored Machine and Reporting Data upon request to Company which data shall be provided in a format reasonably determined by.

BY SIGNING THIS AGREEMENT, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS AND INDICATE YOUR INTENT TO BE LEGALLY BOUND TO THE PROPOSAL AND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, THE CLIENT REPRESENTS THAT THE PERSON SIGNING ON ITS BEHALF HAS THE AUTHORITY TO BIND THE CLIENT TO THIS PROPOSAL AND AGREEMENT.

By: _____
Sales Representative Signature

By: _____
Client Signature

By: Davis Ziesmer
Sales Representative Printed Name

By: _____
Client Printed Name

Date: _____

Date: _____

Approved: _____
Authorized Representative Signature
Allied Universal® Technology Services

Authorized Representative Signature
Kalamazoo RESA

Billing Information

| | |
|---------------------------------------------------------|--|
| Street Address | |
| City | |
| State | |
| Zip Code | |
| Contact Name | |
| Contact Phone | |
| Contact Email | |
| Invoice Delivery Method (email, portal, mail, other) | |
| PO # | |