

MONITORING SERVICE TERMS AND CONDITIONS (Rev. 11/17)

Article 1: General

1.1 This Agreement governs the sale and performance of Central Station Monitoring (CMS) or Buyer Support Center (CSC) Monitoring Services provided by Siemens ("Services"). These terms, any other applicable addenda, Siemens' proposal, price quote, purchase order or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement.

1.2 "Monitored Site" means the Buyer's site for which Services are to be provided.

1.3 "Authority Having Jurisdiction" or "AHJ" means an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, and installation, or a procedure.

1.4 After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods beginning on the anniversary date of the Initial Term unless stated otherwise in the Agreement.

Article 2: Pricing & Payment

2.1 Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

2.2 Siemens' performance of Services is subject to credit approval by Siemens. If there is doubt as to Buyer's financial condition, Siemens may withhold performance of Services, require cash payments or advance payments, or require other satisfactory financial security before performance of Services. Unless otherwise prohibited by law, Siemens may terminate this Agreement immediately in the event of a material adverse change in the Buyer's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.

2.3 Unless stated in writing by Siemens, Siemens' rates exclude charges for taxes, excises, fees, duties or other government charges related to the Services. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

2.4 Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

2.5 If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice Buyer must pay the undisputed portion in accordance with Article 2.1. Upon resolution of the dispute in favor of Siemens, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

2.6 Siemens may suspend Services if an undisputed invoice is more than fifteen (15) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due.

2.7 Unless agreed otherwise, the pricing for each year after the Initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator of three percent (3%). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. Except for where the Initial Term annual pricing is specifically identified in the Proposal, this escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 3: Risk of Loss and Schedule

3.1 Services shall be performed at the Monitored Site identified in the proposal. Risk of loss of or damage to Buyer's equipment shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Monitored Site, Siemens Industry, Inc.

Buyer shall obtain a waiver by the insurers of all subrogation rights against Siemens.

3.2 Except as expressly provided herein, Siemens shall not be responsible for the adequacy of the security, safety or health programs or precautions related to Buyer's activities or operations, or the Monitored Site's conditions.

Article 4: Services by Siemens

4.1 Siemens may provide alarm monitoring and/or notification services to Buyer under this Agreement. Buyer acknowledges and agrees that in the event an alarm is received at Siemens' monitoring center, Siemens will attempt to contact Buyer or any representative provided to Siemens on Buyer's Emergency contact list by telephone/ two-way voice to confirm the alarm is not false. In the event Siemens fails to contact Buyer or its representative, Siemens will attempt to notify the police department or fire department. Buyer agrees that Siemens shall have no liability pertaining to any two way voice communications, text messaging or internet video recordings or their publication. Siemens shall not be liable for any damages or alarm signal failures due to communication disruptions to telephone lines, cell phones, internet connections, radio frequency, internet, any other transmission modes, including but not limited to DSL, Cable, ADSL, and VOIP. Siemens shall have no responsibility or liability for interruptions of service or any resulting consequence.

4.2 Siemens' response to receipt of signals from the alarm system and signaling initiation devices (collectively, "System") shall be in accordance with Siemens' Standard Operating Procedures and with this Agreement. Siemens reserves the right, in its sole judgment, to first investigate the cause of such signals by either telephoning Buyer at Buyer's designated telephone number(s), or dispatching a representative to Buyer's premises to determine whether an emergency condition exists, warranting transmission of the signal(s) to the Police ("security monitoring"), Fire Department ("fire monitoring"), and/or Buyer's designated representative ("mechanical monitoring").

4.3 The Services performed by Siemens shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable companies performing the same or similar Services in the same locale acting under similar circumstances and conditions.

4.4 SIEMENS is not required to conduct safety or other tests, install or maintain devices or equipment or make modifications to the System.

Article 5: Force Majeure/Delays.

If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, Siemens shall be entitled to be compensated by Buyer for reasonable and direct additional costs incurred during such event. Siemens will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, Siemens may terminate the Agreement. For the avoidance of doubt, failure to pay shall not constitute a force majeure delay.

Article 6: Buyer's Requirements

6.1 Buyer, without cost to Siemens, shall, at its sole expense:

(a) Furnish Siemens with a written list of names, titles, and contact phone numbers of all persons authorized to enter the Monitored Site after business hours and provide Siemens with written updates of any change prior to close of business at the Monitored Site on the day of such change;

(b) Furnish Siemens with a written list of names, titles, and contact phone numbers of persons to be notified in the event a System signal is received and provide Siemens with written updates of any change prior to close of business at the Monitored Site on the day of such change;

(c) Furnish Siemens written notice of any changes in the System or any applicable bureau or authority having jurisdiction for same;

(d) Notify Siemens of any alterations, remodeling, or any stock, fixture or structural changes, and to perform and bear the cost of changes in the System required as a result of such changes;

(e) Operate, maintain, repair, service, and/or assure the proper operation of the System and any other property (including but not limited to any refinishing arising from same), equipment, system or device to which the System may be attached or connected in accordance with all manufacturers' and installers' recommendations;

(f) Protect the System from tampering, vandalism, disturbance,

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damage, misuse, abuse, removal or other actions which may interfere with the proper operation of the System;

(g) Carefully and properly test and set the System immediately prior to closing the Monitored Site, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that Siemens is unable to detect such changes, and that "walk tests" in the area of such coverage are necessary to assure that adequate sensitivity is maintained;

(h) Turn off or remove from the Monitored Site anything which does or may interfere with the effectiveness of the System; and,

(i) Furnish telephone or network service connecting the Monitored Site to Siemens monitoring facilities.

6.2 Buyer understands that calls made to Siemens in connection with signals or access to the Monitored Site may be recorded by Siemens. Buyer, for itself, its agents, and employees consents to such recording.

6.3 Buyer shall use reasonable efforts to prevent false alarms. In the event of any false alarm (not caused by the negligence or willful misconduct of Siemens), taxes, fees or other charges of any police or fire department, or any other governmental body are the sole responsibilities of the Buyer. Buyer agrees to pay Siemens to reprogram the system if necessary to comply with any area code, telephone numbering or other changes. Buyer shall directly pay or, to the extent paid by Siemens, reimburse Siemens, for any false alarm fine, penalty or fee assessed against Siemens by any governmental or municipal agency as a result of such false alarms and, in addition, pay a processing fee of ten percent of each invoice that Siemens submits to the Buyer for such false alarms.

6.4 Buyer acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to Siemens and agrees not to disclose it or otherwise make it available to others without Siemens express written consent.

Article 7: Termination

7.1 Except for Siemens right to terminate in accordance with Articles 2.2, 2.6 and this Article 6, this Agreement is non-cancellable during the Initial Term. Thereafter, either party may terminate this Agreement effective at the end of the Initial Term or at the end of a renewal period by giving the other party at least sixty (60) days prior written notice of its intent to cancel the Agreement. Either party may terminate this Agreement for material breach of the other party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach.

7.2 Siemens reserves the right to terminate the Services at any time after seven (7) days written notice, upon the happening of any of the following: (a) Buyer does not follow proper operation or maintenance procedures or does not use the System properly; (b) Buyer fails to comply with any of the terms of this Agreement. In addition, Siemens shall have the right to terminate the Services immediately if: (a) Siemens is unable either to secure or to retain the wire connections or privileges necessary for the transmission of signals between the Monitored Site, Siemens' monitoring facility and the municipal fire or police department; or (b) the monitoring facility, connecting wires, or systems within Siemens' premises are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service. The Services may be terminated immediately by Buyer if the Monitored Site is destroyed or so damaged as to be unusable for its pre-damage use provided that it pays any unpaid balance of the charges accrued hereunder for Services rendered prior to the effective date of termination.

7.3 In the event of termination of the Services for any reason, to the extent applicable to the Service, Buyer authorizes Siemens to make the necessary arrangements with the telephone company to disconnect the telephone service between the Monitored Site and the monitoring.

Article 8: Insurance

Insurance, if any, covering personal injury and property loss or damage on any of Buyer's premises shall be obtained by Buyer. Buyer agrees to proceed exclusively against Buyer's insurer to recover any damages.

Article 9: Indemnity

9.1 Buyer agrees to indemnify, defend and hold harmless Siemens from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by Siemens, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against Siemens for failure of the Services in any respect, whether due or alleged to be due to malfunction or non-function of the System, or by the negligence, active or passive, of Siemens, or in the event that Siemens notifies the local police or fire

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department, as the case may be. Siemens does not represent or warrant that the Work will not be compromised, interrupted or circumvented; that the Work will prevent any loss from any cause; or that the Work will in all cases provide the protection for which it is performed, installed or intended (collectively "Protections"). Buyer acknowledges and agrees that it assumes all risk of loss or damage to its facilities and sites including the contents thereon, and that Siemens has neither made representations nor warranties, nor has Buyer relied on any representation or warranties, express or implied regarding said Protections. **IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT SIEMENS IS NOT AN INSURER AND THIS AGREEMENT IS NOT INTENDED TO BE AN INSURANCE POLICY OR A SUBSTITUTE FOR AN INSURANCE POLICY. SIEMENS EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT SERVICES PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. THE EXPRESS EXCLUSION OF WARRANTIES IS AS SET FORTH IN THIS AGREEMENT.**

9.2 Buyer hereby, for it and any parties claiming under it, releases and discharges Siemens from any liability arising out of all hazards covered by Buyer's insurance, and all claims against Siemens arising out of such hazards, including any right of subrogation by Buyer's insurance carrier, are hereby waived by Buyer, and Buyer shall promptly so notify its insurance carrier.

Article 10: Liquidated Damages

From the nature of the Services, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of Siemens to perform any of its obligations hereunder. If Siemens is found liable for loss or damage due to a failure on the part of Siemens, in any respect, its liability related to Services shall be limited in the aggregate for the term of the Agreement to the sum of Two Thousand Five Hundred (\$2500.00) Dollars as liquidated damages. Such limit of liability is not a penalty and this limited liability shall be complete and exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly from the performance or nonperformance of the obligations set forth by this Agreement or from negligence, active or otherwise, of Siemens its agents or employees. The parties acknowledge that the price which Siemens has agreed to perform the Services and obligations is calculated based upon the foregoing liquidated damages as limitations of liability, and that Siemens has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

Article 11: Authorization to Notify Authorities

If applicable, Buyer hereby authorizes and directs Siemens, as its agent, to direct the local police department, or fire department as the case may be, having jurisdiction to investigate the Monitored Site to the extent that the Scope indicates that the situation may require such notification to be made by Siemens.

Article 12: Intellectual Property

12.1 Siemens will, at its own option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any processes performed by Siemens in connection with the Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Buyer's Site is located. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Siemens in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. If and to the extent any process performed by Siemens in connection with the Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so its use is non-infringing.

12.2 Siemens will have no duty or obligation under this Article 12 if the process is: (i) performed according to Buyer's design or instructions and compliance therewith has caused Siemens to

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deviate from its normal course of performance; (ii) modified by Buyer or its contractors after performance; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 12.

12.3 THIS ARTICLE 12 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

Article 13: Confidentiality

13.1 Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, the quotation, the Agreement, processes and procedures, know-how, methods and techniques employed by Siemens in connection with the Services, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the Services to be performed under this Agreement in any manner that identifies the other party without advance written permission. Except for security surveillance, the observing or recording of the Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, Siemens may (in addition to any other legal or equitable rights and remedies) stop the Services until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Buyer will reimburse Siemens for Siemens' and its Suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. Unless required by appropriate governmental authorities, neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Services. However, Siemens has the right to share confidential information with its affiliate and subcontractors provided those recipients are subject to the same confidentiality obligations set forth herein.

13.2 Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

13.3 It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

13.4 Siemens shall retain all intellectual property rights in the Services, works, Siemens' documents, processes, Siemens' confidential information, and any design information and/or documents made by (or on behalf of) Siemens. Upon receipt of all fees, expenses and taxes due in respect of the relevant Services, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Siemens' documents for the sole purpose of operation and maintenance of the facility upon which the Services have been performed.

Article 14: Miscellaneous

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14.1 The parties agree to comply with all applicable laws and regulations.

14.2 No change will be made to the scope of Services unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens shall be entitled to a change order for an equitable adjustment in the price and time of performance.

14.3 Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

14.4 These terms may only be modified by a written instrument signed by authorized representatives of both parties.

14.5 Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

14.6 This Agreement is are governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. TO THE EXTENT PERMITTED BY LAW, BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

14.7 If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

14.8 Buyer acknowledges that Siemens is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of goods or information provided in the performance of the Services, including any export/import license requirements. Buyer agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations Siemens' continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.

14.9 The Articles entitled "Risk of Loss and Schedule," "Indemnity," "Liquidated Damages," "Intellectual Property," "Confidentiality," and, 14.8, survive any termination, expiration or cancellation of this Agreement