



**Applied  
Technology  
Group**

Effective October 9, 2024. This Service Attachment for Monitored Alarm Services supersedes and replaces all prior versions.

## **Service Attachment for Monitored Alarm Services**

This Service Attachment is between Provider (sometimes referred to as “we,” “us,” or “our”), and the Client found on the applicable Order (sometimes referred to as “you,” or “your,”) and, together with the Order, Master Services Agreement, Schedule of Services, and other relevant Service Attachments, forms the Agreement between the parties the terms to which the parties agree to be bound.

The parties further agree as follows:

Provider will deliver only the Services itemized in the Services section of the Order. The following is a list of available Managed Services. Additional Services may be added only by entering into a new Order including those Services.

### **MONITORED ALARM SERVICES**

Provider, through its third-party vendors will make its best effort to provide alarm monitoring services for Client’s premises through third-party solutions (“Services”). Client designates Provider as its agent to provide the Services to Client, and to enter into any third-party relationship to provide the Services to Client. Use of this Service is subject to the applicable third-party service providers’ terms of use. Client acknowledges that third-party service providers and their licensors own all intellectual property rights in the monitored alarm services and software.

**Monitoring Services.** Provider shall program the Equipment to communicate to the monitoring facility (“Central Station”). When the Central Station receives an alarm signal from the Equipment (an “Alarm Event”), Provider will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider (“Emergency Response Provider” or “ERP”), and the first person designated on Client’s Monitoring Information Schedule. In the event a burglar alarm signal or fire signal registers at the Central Station, Provider may, in its sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Local governmental regulations and industry standards designed to reduce false alarms may result in conditions or restrictions on the dispatch of ERPs in response to an Alarm Event, and such conditions or restrictions may result in delays of notification of authorities or require that additional measures be taken to verify the Alarm Event before dispatch. Provider does not guarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, Provider shall endeavor to notify the Premises or the first available person designated on Client’s Monitoring Information Schedule. Provider may, without notice to Client, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of its policies and procedures for alarm response. Also, Client acknowledges and agrees that any special instructions provided by you for the handling of alarm signals must

be presented and agreed to by us in writing. We may, in our sole discretion, reject your special instructions. Client understands that any deviation from our normal Alarm Event handling procedures may result in increased risk of loss or damage to Client and its Premises.

**Telecommunications.** Client agrees to provide a traditional telephone connection to the Public Switched Telephone Network. Such connection shall have priority over any other telephone or other equipment, and shall be within ten (10) feet of the Equipment control panel. Client acknowledges that your use of DSL, ADSL, Digital Phone, or Voice over Internet Protocol (VoIP), or other internet-based phone services may cause signal transmission to our Central Station may be interrupted, and that Provider does not recommend use of such services for signal transmission unless supplemented by a backup service which may be provided by us for an additional charge. If the Equipment is configured to operate over such nontraditional service, or if you change your phone service to a nontraditional phone service after installation, then you acknowledge that signal transmission may be interrupted by irregularities or changes in that service, power outages, and other circumstances beyond Provider's control. **ACCORDINGLY, IMMEDIATELY AFTER THE INSTALLATION OF DSL, ADSL, DIGITAL PHONE, VoIP, OR OTHER BROADBAND OR INTERNET PHONE SERVICE YOU MUST NOTIFY US AND MUST TEST THE EQUIPMENT'S SIGNAL TRANSMISSION WITH THE CENTRAL STATION.** At your request, we may provide alternative forms of alarm communication utilizing your broadband internet service or a radio or cellular based system. You authorize us, on your behalf, to request services, orders or equipment from a telephone company or other company providing signal transmission or reception services or facilities under this Agreement. These services include providing lines, signal paths, scanning, transmission and/or reception. You agree that the telecommunication provider's liability is limited to the same extent our liability is limited pursuant to the terms of this Agreement.

**Digital Communicator.** If connection to the Central Station is to be by Digital Communicator, Client agrees to provide a connection via a registered telephone jack to a telephone channel required for the Equipment. Such connection shall have priority over any other telephone or Customer equipment, and shall be within ten (10) feet of the Equipment control panel. At Client's request, and at Client's sole cost and expense, we will provide such connection. You also acknowledge that the Central Station cannot receive signals should Client's transmission mode become non-operational for any reason, and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with, or is otherwise damaged.

**Radio Interface.** If connection to the Central Station is to be by radio frequency, such as cellular or private radio, there may be times when the Equipment will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond Provider's control, including storms and power failures. Accordingly, the utilization of an additional means of communications is recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services.

**Internet Protocol Based Services.** If any of the Services included in the Order communicate or transmit over an internet-protocol-based service, Client acknowledges and agrees that: (i) you will maintain 120V AC power supply for each device; (ii) Provider is not responsible for your network or internet services, which may be affected by conditions beyond our control, and that any interruptions in Client's network or internet service may cause the Services to fail to operate as intended; (iii) Client may be required to maintain a static IP address, which may require you to incur additional costs, and that any changes to your IP address may cause a service interruption; (iv) Client may be required to open certain port(s) on your firewall for proper communication; and (v) Client is responsible for the configuration of its routers, firewalls, switches, and hubs, if applicable, to ensure communication with our Central Station.

**Cameras/Video.** If included in the Order, Provider will install and connect the camera devices described in this Agreement at Client's Premises. Client acknowledges and agrees that: (i) the Equipment is being installed at Client's specific request and is for the safety and security of the employees, invitees and other persons at the Premises, and for no other purpose; (ii) the Equipment will only be installed in public areas within the Premises, and will not be installed or utilized in any area where persons have a reasonable expectation of privacy, such as bathrooms, etc.; and (iii) Client will provide adequate illumination under all operational conditions for the proper operation of the video camera and will provide the 120 AC power supply where required.

**Radio/Cellular Service.** Provider will install and connect a radio or cellular transmission device to the Equipment. The transmission device will be a backup communication link with the Central Station in the event that Client's regular telephone service or primary communication link to the Central Station is disrupted. Client acknowledges that there may be times when the Equipment will be unable to acquire, transmit or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our reasonable control, including storms and power failures. Accordingly, the utilization of a backup means of communication with the Central Station is always recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services. Should the cellular or radio transmitter malfunction, it could interfere with the proper operation of the entire network communicating with the Central Station and other communications transmissions. FCC regulations require that Provider or third-party service providers have immediate access to your transmitter in the event of such a malfunction or emergency, and Client agrees to permit access to such persons in such an event. Should you refuse to provide such access, Client agrees that Provider will be entitled to obtain an *ex parte* court order permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances. You agree to pay all reasonable expenses, including attorneys' fees, we incur in connection with such proceedings.

**Wireless Devices.** Client understands that all wireless devices, including but not limited to, wireless local area network (WLAN or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Contract are not physically connected to the System (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED, AND ARE THUS SUBJECT AND VULNERABLE TO, INTERRUPTION, INTERCEPTION, INTERFERENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is your sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. Provider recommends that you regularly inspect any wireless network and wireless devices and test them weekly to help maintain continued operation. Provider also recommends that you carefully read and follow the owner's manual, instructions and warnings for all equipment, including all wireless devices.

**Direct Connect Services.** If included in the Order, Provider will install a direct connection to the law enforcement, fire department or other agency shown on the Order. Alarm signals transmitted by the Equipment will be monitored by the police and/or fire departments or other ERP's or their agents.

**Inspections.** We will provide the number of inspections of the Equipment as specified in this Order.

**Alarm Verification.** If local police or fire departments now or in the future requires physical, visual or other verification of an emergency condition before responding to a request for assistance, then Client agrees to subscribe to such verification service, or otherwise comply with such requirements. Provider may charge an additional fee for such service.

**Device Verification Service.** If included in the Order, Equipment will be installed which, as to certain locations in the Premises, requires the activation of two (2) or more sensing devices, requires a second activation of a single alarm sensor, or requires a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. Client assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting Equipment at the Premises.

**Vault Protection.** Client represents and warrants to us that any vault covered under this Agreement by sound or vibration detection systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. Client agrees to test any ultrasonic, microwave, capacitance or other electronic equipment designated in this Agreement

prior to setting the Equipment for closed periods according to procedures established from time to time by Provider, and to notify Provider promptly in the event that such equipment fails to respond to the test.

**Online Video.** If included on the Order, Client will have access to view alarm incident video online.

## **ADDITIONAL CLIENT OBLIGATIONS**

### Hardware Equipment

Client equipment must be maintained under manufacturer's warranty or maintenance contract or is in working order. Provider is not responsible for client equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All fees, warranties, and liabilities against Provider assumes equipment is under manufactures warranty or maintenance contracts or is in working order.

Provider in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Agreement.

### Minor On-Site Tasks

Provider may occasionally ask you to perform simple on-site tasks (e.g., powering down and rebooting a computer checking surveillance video equipment). You agree to cooperate with all reasonable requests.

### Project Coordination

Provider will coordinate with the appropriate contractors and owner representative to ensure the bellow are completed appropriately.

### Worksite Responsibilities

- Provide access to the work site during agreed upon times for work to be performed during Provider's normal business hours.
- Ensure that during agreed-upon work times, client shall provide keys, ID badges, security clearance, parking, and access to loading docks as may be required by Provider.
- Clear the schedule in room(s) or office during these times so that Provider is not interrupted and forced to stop work prematurely. This includes owner personnel inquiring about the status or functionality of the project prior to the completion of the installation.
- Client understands that if work is stopped at their request that it may result in changes to project schedule or result in rescheduling of the project.
- Client shall inform Provider of any work areas where it has knowledge or reason to believe that facility may have hazardous materials such as Asbestos, Lead, or PCB's.

### Electrical, Data, and Telecom Provisions

- Client acknowledges that Provider is not a certified electrician and will not provide any electrical wiring and/or connections.
- Client accepts responsibility to ensure Provider has sufficient power outlets as required for displays, screens, racks, furniture, lighting, and other equipment provided by contractor.
- Client also agrees to provide necessary data, CATV, CCTV, and/or Telecom connections required to connect to surveillance equipment as necessary.

#### Project Change-Management Process

- Changes are a common occurrence in any project, especially surveillance projects. However, if not managed properly changes can create problems for both client and Provider. Common problems caused by changes are project delays, unanticipated cost increases, prolonged construction in work areas, reduced testing and training opportunities, etc.
- It is agreed that e-mail will serve as the preferred communication medium for all non-emergency communication relating to this project.
- Client agrees to involve necessary personnel from their organization in the planning phases to ensure that sufficient input is gathered up front and incorporated into a final design.

#### Client's Designated Project Manager

- Prior to acceptance of the scope of work, Client will identify a project manager to be a liaison between Provider and owner's organization.
- Client agrees that it is in everyone's best interest if communication between the parties is channeled through the designated Provider project manager so as to avoid miscommunications between client, owner, and contractor.
- Any changes requested by client shall be communicated via a written change order request by e-mail and said changes are not considered to be accepted until the designated Provider contact has responded in writing, and any price changes or changes to the scope of work have been signed by both parties.
- Client agrees that Provider installation personnel will NOT be asked to change or modify the project while they are working onsite. Provider installation personnel are NOT authorized to implement changes and have specifically been instructed not to do so.

#### **TRAINING**

Provider personnel will provide functional overview and demonstration as part of this project. This time will be setup by Provider and the Client's designated contact, and will consist of the various spaces that include surveillance systems. Any additional hardware or software training are excluded from this project, unless otherwise noted in the project summary portion of the Order.

#### **LIMITED INSTALLATION WARRANTY**

In addition to the Warranties in the MSA, Provider warrants surveillance solution installations for a period of one (1) year from the date of the Order. The limited warranty covers parts and standard shipping required to return the system to proper working condition.

The limited warranty covers the following:

- Improper workmanship directly associated with the installation of equipment by Provider personnel
- Premature failure of equipment due to normal operation (as determined by Provider and/or the manufacturer)

The limited warranty does not cover the following:

- Consumable items such as cameras and batteries for remotes
- Labor to repair the system, components and parts in order to restore the system to original operating condition
- Ground loop problems caused by faulty or dirty power
- Camera issues such as dirty lens, alignment, focus, dust and/or heat build-up caused by dust
- Routine maintenance as recommended by the manufacturer or as conditions require
- Programming changes including, but not limited to, user interface (UI) changes, operation of preset controls (i.e., macros), and addition of buttons or pages to UI
- Firmware or software updates made available by the manufacturer after the original installation
- Requests for service due to operator error
- Service required as a result of negligence, misuse, or attempted repairs by anyone other than Provider or the manufacturer
- Connections or dis-connections made by others
- Removal or reinstallation of equipment
- Damage caused by lightning, electrical surges, brownouts, overloaded circuits, or acts of God

This Limited Installation Warranty begins at substantial completion of the Service. However, this warranty does not change or modify the manufacturer's warranty in any way. Consult the owner's manual for details about the manufacturer limited warranty.

## **EXCLUSIONS**

Provider is not responsible for failures to provide Services that are caused by the existence of any of the following conditions:

- Expired Manufacturer Warranty or Support - Parts, equipment or software not covered by a current vendor/manufacturer warranty or support.
- Alterations and Modifications not authorized by Provider - Any repairs made necessary by the alteration or modification of equipment other than that authorized by Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Provider.
- Hardware Malfunction – Anytime where there is a defect or malfunction in any hardware or software not caused by Provider that adversely affects Provider's ability to perform the Services.
- Client Resource Problems – Anytime a problem occurs resulting from a Client resource that are not under Provider's management or control.
- Network Changes - Any changes Client may have made to the networking environment that were not communicated to or approved by Provider.

- Task Reprioritization - Any problems or failures related to a prioritization or reprioritization of tasks by Client.
- Force Majeure - Any problems resulting from a Force Majeure Event as described in the Master Services Agreement.
- Client Actions - Any problem resulting from Client actions or inactions that were contrary to our reasonable recommendations.
- Client Responsibilities - Any problems resulting from your failure to fulfill any responsibilities or obligations under our agreements.
- Internet Connectivity Loss - Any loss of internet connectivity that occurs at Client locations for any reason.
- Software Maintenance - Any maintenance of applications software packages, whether acquired from Provider or any other source.
- Remote Computers - Home or remote computers that are not covered under the Agreement.

Provider is not responsible for failures to provide Services that occur during any period of time in which any of the following conditions exist:

- Problem Ticket Management - The time interval between the initial occurrence of a desktop malfunction or other issue affecting functionality and the time Client reports the desktop malfunction or issue to Provider.
- Power Supply Malfunction – Instances where an uninterruptable power supply (UPS) or power-protective equipment malfunctions and renders Provider unable to connect to the network or troubleshoot the device in question.
- Third-Party Criminal Activity - Provider is not responsible for criminal acts of third parties, including but not limited to hackers, phishers, crypto-locker, and any network environment subject to ransom. You agree to pay ransom or hold provider harmless for any activity effecting network security on your environment related to third-party criminal activity. Any costs or fees to rebuild or service machines are provided and sold separately by Provider.
- Malware - Provider is not responsible for any harm that may be cause by Client's access to third party application programming interfaces or the execution or transmission of malicious code or similar occurrences, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, malware, viruses and similar mechanisms. Any costs or fees to rebuild or service machines are provided and sold separately by Provider.
- Hardware Equipment - Client equipment must be maintained under manufactures warranty or maintenance contract or is in working order. Provider is not responsible for client equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All fees, warranties, and liabilities against Provider assumes equipment is under manufactures warranty or maintenance contracts or is in working order.

The following list of items are excluded from the scope of included Services, and may incur additional charges or require a separate billable project:

- Software Maintenance – Unusual work that results from a failed software patch or update that results in an interruption in Client's business, with the exception of Microsoft Windows updates and patches.

- Programming Modifications - Any programming (modification of software code) and program (software) maintenance occurs.
- Software and Web Development - Any Services requiring software and web development work.
- Remote Computers — Unless otherwise outlined in an Order, Home or remote computers that are not covered under the Agreement.
- Replacement Software – Implementation of new or replacement software.
- Relocation / Satellite Office – Office relocation/satellite office setup.
- Equipment Refresh – Any non-workstation equipment refreshes.

The following list of items are costs that are considered separate from the Service pricing:

- Costs Outside Scope of the Service – The cost of any parts, equipment, or shipping charges of any kind. The cost of any software, licensing, or software renewal or upgrade fees of any kind. The cost of any third-party vendor or manufacturer support or incident fees of any kind. The cost of additional facilities, equipment, replacement parts, software or service contract.

The following is a list of Services Provider does not perform:

- Printer Hardware Repair - Printer hardware repair or maintenance work.
- Third-party Vendor Disputes - The management or involvement with disputes or charges with any third-party vendor, other than issues relating to the technical services.

## **TERM AND TERMINATION**

### **Term**

This Service Attachment is effective on the date specified on the Order (the "Service Start Date"). Unless properly terminated by either party, this Attachment will remain in effect through the end of the term specified on the Order (the "Initial Term").

### **Renewal**

"RENEWAL" MEANS THE EXTENSION OF ANY INITIAL TERM SPECIFIED ON AN ORDER FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD FOLLOWING THE EXPIRATION OF THE INITIAL TERM, OR IN THE CASE OF A SUBSEQUENT RENEWAL, A RENEWAL TERM. THIS SERVICE ATTACHMENT WILL RENEW AUTOMATICALLY UPON THE EXPIRATION OF THE INITIAL TERM OR A RENEWAL TERM UNLESS ONE PARTY PROVIDES WRITTEN NOTICE TO THE OTHER PARTY OF ITS INTENT TO TERMINATE AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR OF THE THEN-CURRENT RENEWAL TERM. ALL RENEWALS WILL BE SUBJECT TO PROVIDER'S THEN-CURRENT TERMS AND CONDITIONS.

### **Month-to-Month Services**

If the Order specifies no Initial Term with respect to any or all Services, then we will deliver those Services on a month-to-month basis. We will continue to do so until one party provides written notice to the other party of its intent to terminate those Services, in which case we will

cease delivering those Services at the end of the next calendar month following receipt such written notice is received by the other party.

### **Early Termination by Client With Cause**

Client may terminate this Service Attachment for cause following sixty (60) days' advance, written notice delivered to Provider upon the occurrence of any of the following:

- Provider fails to fulfill in any material respect its obligations under the Service Attachment and fails to cure such failure within thirty (30) days following Provider's receipt of Client's written notice.
- Provider terminates or suspends its business operations (unless succeeded by a permitted assignee under the Agreement).

### **Early Termination by Client Without Cause**

If Client has satisfied all of its obligations under this Service Attachment, then no sooner than ninety (90) days following the Service Start Date, Client may terminate this Service Attachment without cause during the Initial or a Renewal Term (the "Term") upon sixty (60) days' advance, written notice, provided that Client pays Provider a termination fee equal to all discounts and concessions provided, plus fifty percent (50%) of the recurring, Monthly Service Fees remaining to be paid from the effective termination date through the end of the Term, based on the prices then in effect.

### **Termination by Provider**

Provider may elect to terminate this Service Attachment upon thirty (30) days' advance, written notice, with or without cause. Provider has the right to terminate this Service Attachment immediately for illegal or abusive Client conduct. Provider may suspend the Services upon ten (10) days' notice if Client violates a third-party's end user license agreement regarding provided software. Provider may suspend the Services upon fifteen (15) days' notice if Client's action or inaction hinder Provider from providing the contracted Services.

### **Effect of Termination**

As long as Client is current with payment of: (i) the Fees under this Attachment, (ii) the Fees under any Project Services Attachment or Statement of Work for Off-Boarding, and/or (iii) the Termination Fee prior to transitioning the Services away from Provider's control, then if either party terminates this Service Attachment, Provider will assist Client in the orderly termination of services, including timely transfer of the Services to another designated provider. Client shall pay Provider at our then-prevailing rates for any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to our services. Provider will immediately uninstall any affected software from Client's devices, and Client hereby consent to such uninstall procedures.

Upon request by Client, Provider may provide Client a copy of Client Data in exchange for a data-copy fee invoiced at Provider's then-prevailing rates, not including the cost of any media used to store the data. After thirty (30) days following termination of this Agreement by either party for any reason, Provider shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data on its systems or otherwise in its possession or under its control.

Provider may audit Client regarding any third-party services. Provider may increase any Fees for Off-boarding that are passed to the Provider for those third-party services Client used or purchased while using the Service.

Client agrees that upon Termination or Off-Boarding, Client shall pay all remaining third-party service fees and any additional third-party termination fees.