

TERMS AND CONDITIONS

Version 1: January 2025

Performance of Work. The National Fire & Safety, Inc., subsidiary appearing on the order form ("Company") shall perform the scope of work ("Work") specific herein. Company shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Client shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for Company to perform any and all aspects of the Work. For the avoidance of doubt, National Fire & Safety, Inc. is not a party to this agreement.

Change Orders. Either Party may request changes or revisions in the Work under the Client Proposal. Upon such request, the Parties will negotiate in good faith an equitable adjustment to the price, time for performance, and any other provisions of the Agreement impacted by such change request. Any such changes and adjustments must be agreed in a writing signed by an authorized representative of both Parties (a "Change Order"). Company may delay performance of the Work at no risk or liability to Company until requested changes and adjustments are clarified and agreed upon.

Schedule. Unless otherwise provided in the Client proposal, Company shall commence the Work in accordance with a mutually agreed schedule upon the effective date of a notice to proceed issued by Client. Client shall not issue, and Company shall have no obligation to accept, the notice to proceed until the following conditions have been satisfied: (a) Client has provided Company access to the project site; (b) Client shall have obtained all permits that are the responsibility of Client to obtain in connection with the performance of the Work; (c) Client has provided access to utilities and fulfilled all of its other obligations identified in the Client proposal that are required, or should reasonably be understood to be required, prior to issuance of the notice to proceed; and (d) Client is not in arrears with respect to any payments due to Company under the agreement or any other agreement between the Parties.

Payments. Client shall pay Company the compensation specified herein ("Price") for the value of Work that Company has completed, as the Work is completed. Payment may be issued via ACH, credit card, or check. Provided, however, Company reserves the right to limit any of the foregoing payment methods or apply reasonable convenience fees and returned payment fees for credit card processing or check handling at any time in its sole and absolute discretion. Client shall pay Company in advance. Company will be entitled to interest at the maximum rate allowed by law on all sums overdue and unpaid from the date due. Payment is a condition precedent to Company's obligation to perform the Work under the agreement, and Company may, at its option, suspend any portion or all of the Work until all past-due amounts (including finance charges) are paid by Client to Company. **Client expressly agrees that Company shall not be liable for any losses, liabilities, or damages of any nature which Client may suffer or incur as a result of Company's suspension of the Work in accordance with this Paragraph.** If Company is required to take action to collect any amount due, then Client agrees that Client shall reimburse Company for all costs Company incurs in collecting any amounts due under the agreement, including, but not limited to, collection agency fees (including contingent fees), attorneys' fees, legal expenses and costs. Where applicable, Company agrees to honor the annual service charges listed in the order form for initial term stated therein. Thereafter, the

annual service charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is greater.

Company Warranties. Client shall receive a thirty (30) day warranty that covers labor and materials provided by Company as part of the Work. This warranty commences in the date that the portion of the Work warranted is substantially complete. However, Company makes no warranty, whatsoever, regarding components of the Work provided by third parties, and in such case the terms of the warranties in this section are exclusive and in lieu of all other warranties, whether express or implied. Client shall be responsible for its own pursuit of any warranty claims directly with the manufacturer of any third-party components. Other than the limited obligations set forth in this Paragraph, **COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO CLIENT FOR THIRD-PARTY COMPONENTS.**

Company Warranty Exclusions. Notwithstanding anything in this agreement to the contrary, Company shall not be responsible for defects or conditions caused by (a) any acts or omissions of Client or any third party; (b) any failure by Client to perform its obligations, including the provision of persistent power/pressure (if applicable); (c) any modification, addition or alteration to the Work, or repairs by Client or third parties, without Company's prior written approval; (e) misuse or abuse of the Work or a failure to maintain the Work; (f) harmful Work environments, such as outdoor installations, excessive moisture or excessive dust; (g) damage or other issues arising in any way as a result of freezing temperature or excessive heat; or (g) any Force Majeure Event.

Client Warranties. Client represents and warrants that: (a) it is duly authorized to transact business under the Laws of the jurisdiction(s) in which the Project Sites are located; (b) it has been duly authorized by all necessary corporate action to execute and deliver the Agreement; (c) the Agreement constitutes the legal, valid and binding obligation of Client, enforceable against Client in accordance with the Agreement's terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, or other Laws affecting creditor's rights generally; (d) it has complied with all public bidding and procurement rules and Laws as may be applicable to the Agreement and the Work; and (e) the financial information provided by Client to Company is true and correct, and there have been no material adverse changes in Client's financial condition since the date of such financial information.

Warranty Disclaimers. **THE WARRANTIES SET FORTH IN THE PRECEDING PARAGRAPHS OR IN THE PUBLISHED WARRANTY (IF ANY) ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED. COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

Indemnification. Client shall indemnify, defend and hold harmless Company and Company's affiliates and Representatives, and its and their respective directors, officers, employees, agents, shareholders, affiliates, and assigns and successors, from and against any and all claims, damages (including damages arising from personal injury or death), demands, actions, proceedings, judgments, penalties, fines, losses, liabilities, costs and expenses (including attorneys' fees and legal expenses) that arise from or relate to: (a) any breach by Client of the Agreement; (b) any violation by Client of any Law

(including, without limitation, any violation by Client or any of its Clients of any data privacy Laws, Anti-Bribery Law, or International Trade Laws); (c) any negligence or willful misconduct by Client; (d) any Excluded Claims; or (e) Client's use of, or the storage, release, discharge, handling or presence, of any Hazardous Materials on, under or about the Project Site. Notwithstanding the foregoing, in no event shall Client be required to indemnify, defend, or hold Company harmless to the extent the claims, damages, demands, actions, proceedings, judgments, penalties, fines, losses, liabilities, costs or expenses result from Company's negligence or willful misconduct.

Termination. This agreement shall continue for the term articulated on the order form and any renewal periods, either negotiated or automatic, thereafter. Provided, however, Company may terminate this agreement and the order form at any time in the event Client breaches this agreement and fails to cure said breach within ten (10) business days of receiving notice to cure from Company. For the avoidance of doubt, Client's failure to remit timely payment shall constitute a breach authorizing Company to issue a notice to cure. Should Client fail to timely cure and Company terminates this Agreement, Client shall pay one hundred percent of any charges then accrued and unpaid and an amount equal to ninety-five percent (95%) of the annual service charges for the unexpired period of the contract. Further, this agreement may be cancelled by Client at any time after the first year, upon sixty (60) calendar days' written notice to Company, and upon payment to Company, in addition to any charges then accrued and unpaid, of an amount equal to ninety-five percent (95%) of the annual service charges for the unexpired period of the contract.

Disputes. No suit or action shall be brought against Company more than one (1) year after the completion of that portion of the Work that gave rise to the claim on which the suit or action is brought. In case of a dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may commence binding arbitration before the American Arbitration Association in the county of Company's principal place of business. No arbitration will be commenced by either Party unless all of the foregoing steps have been pursued to completion. **CLIENT AND COMPANY EACH WAIVE ANY RIGHT TO A JURY TRIAL.** Company shall be entitled to recover from Client all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this agreement.

Choice of Law. The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed.

Force Majeure. Neither Company nor Client shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

No Waiver. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

Intellectual Property. Intellectual property provided by Company to Client as part of the Work are instruments of service owned by Company and are not "work made for hire" as such

term is defined under U.S. copyright law. What the Work is performed to completion, Company grants to Client a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.

Damages Limitation. **COMPANY'S LIABILITY UNDER THE AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER SUCH LIABILITY IS ASSERTED IN CONTRACT, TORT, INDEMNITY OR OTHERWISE, SHALL IN NO EVENT EXCEED (A) FOR ANY CLAIM, THE AMOUNT OF THE FEES PAID BY CLIENT TO COMPANY FOR THE COMPANY WORK GIVING RISE TO THE CLAIM IN THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH CLAIM AROSE AND (B) IN THE AGGREGATE FOR ALL CLAIMS, THE TOTAL OF ALL FEES PAID BY CLIENT TO COMPANY UNDER THE APPLICABLE AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, COMPANY SHALL NOT BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF EARNINGS, DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS, LOSS OF BUSINESS OR GOODWILL, BUSINESS INTERRUPTION, DOWN-TIME, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, OR FOR CLAIMS OF CLIENT'S CLIENTS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES, COSTS OR LOSSES, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, AND/OR (B) WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDED, FURTHER, COMPANY SHALL HAVE NO LIABILITY FOR ANY INCIDENTS ARISING IN WHOLE OR IN PART FROM FREEZING TEMPERATURES OR EXCESSIVE HEAT AND CLIENT SHALL INDEMNIFY COMPANY AGAINST ANY SUCH CLAIM WITHOUT LIMITATION.**

Insurance Disclaimer. Client understands and agrees that Company is not an insurer and that insurance covering personal injury and property damage on the Client's premises shall be maintained by the Client. Client agrees to look exclusively to the Client insurer to recover for injuries or damage in the event of any loss or injury.

Waiver of Subrogation. Client agrees on behalf of itself and all others who may make a claim under this agreement, to release and discharge Company from and against all hazards covered by the Client's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

Severability, Survival. If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

Amendment. This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

Offer Change or Revocation. The Client proposal and its terms (including the prices quoted) may be changed or revoked by Company at any time before the Client Proposal is signed by Client and returned to Company and will automatically expire

thirty (30) calendar days after its date if Client has not signed it *and* returned it to Company before then.

Complete Agreement. This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing list. All previous agreements between Company and Client as to the Work are superseded by this agreement. Any conflict or inconsistency between any provision of this agreement shall be resolved by giving priority in the following order: (1) first, to these Terms and Conditions and (2) then, to the Client proposal provided by Company. Provided, however, applicable clarifications and exclusions shall prevail over any other agreement documentation.

Supplemental Alarm Monitoring Terms and Conditions. The following terms and conditions apply exclusively to the provision of alarm monitoring services and related equipment:

- (a) Client shall be solely responsible for the installation of any telephone company service or equipment necessary to transmit signals from Client to Company, and in addition, shall pay all charges made by any telephone company or other utility for telephone lines or equipment transmitting signals between Client's protected premises and Company's central station. Installer acknowledges that signals are transmitted over telephone company signal channels, which are wholly beyond the control and jurisdiction of Company and are maintained and serviced by the applicable telephone company or utility. Further, Client expressly acknowledges that Company's only obligation is to endeavor to notify appropriate first responders of any monitored alarms.
- (b) Company shall have no liability for first responders' or other parties' failure to maintain appropriate means of notification, failure to accept a notification, or failure to take appropriate action in response to a notification. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness, that the system or services supplied will avert or prevent occurrences or the consequences therefrom, which the system is designed to detect. If Company is found liable for loss, damage, or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$1,000, whichever is lesser, which limitation reflects the difficulty in ascertaining fixing actual damages and does not constitute a penalty. No employee or agent of Company shall be authorized to enter into any agreement increasing Company's liability arising out of monitoring service or related equipment.
- (c) In the event either party shall terminate this Agreement pursuant to the terms of this Agreement, then and in that event, Client shall, at its own expense, disconnect all alarms from Company's signal-receiving equipment within thirty (30) days from the date of notice of termination. During this thirty (30) day period, the customer shall continue to pay Company the monitoring service charge for each alarm system monitored by Company. Company shall have the right to continue billing the customer for any canceled account still transmitting signals to the central station. If Client fails to disconnect from Company's monitoring facilities within the time limits set forth in this Agreement, Client authorizes Company to take such action as may be necessary to disconnect Client's systems from Company's monitoring facilities.
- (d) **Client acknowledges and agrees that Company exclusively, and as a material term of this Agreement, only agrees to monitor without liability, and not as an insurer.** Insurance, if any, shall be obtained by Client at Client's expense. Client agrees that the amounts payable hereunder are based upon the value of the limited services and restricted scope of liability set forth in the Agreement and are unrelated to the value of Client's property or the property of others located on Client's premises. Client agrees as a material term of this Agreement to look exclusively to Client's insurer to recover for injuries or damage in the event of any loss or injury and releases and waives all right to recover against Company arising by way of subrogation.
- (e) Client agrees that Company's maintenance obligation hereunder relates solely to the maintenance and operation of the monitoring equipment in Company's central office and that Company is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of the property, system, or any device or devices of Client.
- (f) Company assumes no liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption, or unavailability of phone service, acts of God, or for any other cause beyond the control of Company. Further, this Agreement may be suspended or canceled, at the sole option of Company, if Client's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service because of any action by any governmental authority.