

SALE, INSTALLATION AND SERVICES AGREEMENT

This Agreement between National Video Monitoring Co, LLC (d/b/a "EyeQ Monitoring") (the "Company", "we"), and the Customer (as defined below and in the SOW incorporating this Agreement) covers the system (the "System") and services listed on the Customer's Statement of Work incorporating this Agreement (individually, the "SOW" and collectively, the "SOWs;" as used herein "Agreement" means this Agreement and all incorporated and future SOWs, unless context clearly suggests otherwise) and any services requested on the attached and future SOWs for the locations listed on the attached and future SOWs (individually, the "Site" and collectively, the "Sites").

THIS AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF COMPANY SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. BY EXECUTING A SOW THAT REFERENCES THIS AGREEMENT, CUSTOMER ACCEPTS AND AGREES TO THIS AGREEMENT WITH THE SOW(S) AS THE AGREEMENT BETWEEN CUSTOMER AND COMPANY. IF THE INDIVIDUAL ACCEPTING AND AGREEING TO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY. IF THE INDIVIDUAL ACCEPTING AND AGREEING TO THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THIS AGREEMENT, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACQUIRE OR USE THE COMPANY SERVICES.

This Agreement was last updated on March 29, 2021. It is effective between the Customer and Company as of the date of Customer's accepting this Agreement as set forth above.

INTENDING TO BE LEGALLY BOUND, COMPANY AND CUSTOMER AGREE AS FOLLOWS:

THE SERVICES AND TERMS ON THE SOWs APPLY ONLY IF A CHARGE FOR THEM IS SHOWN ON THE SOWs. IF THE CUSTOMER REQUESTS THAT THE COMPANY PROVIDE RECURRING SERVICES PURSUANT TO A SOW, THEN THE INITIAL TERM OF THIS AGREEMENT IS, WITH RESPECT TO EACH SITE, 3 YEARS FROM THE DATE ON WHICH THE CUSTOMER COMMENCES RECURRING SERVICES UNLESS OTHERWISE SET FORTH IN A SOW. AFTER THE INITIAL TERM, SUCH RECURRING SERVICES WILL AUTOMATICALLY RENEW FOR SUCCESSIVE 1 YEAR TERMS OR FOR THE LONGEST PERIOD OF TIME PERMITTED BY APPLICABLE LAW, WHICHEVER IS LESS, UNLESS, EXCEPT AS OTHERWISE SET FORTH IN A SOW, THIS AGREEMENT IS TERMINATED BY EITHER PARTY BY PROVIDING WRITTEN NOTICE TO THE OTHER PARTY AT LEAST 60 DAYS IN ADVANCE OF THE EXPIRATION OF THE THEN-CURRENT TERM OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE COMPANY PERFORMS SERVICES UNDER AN EXISTING OR FUTURE SOW BEYOND THE TERMINATION OF THIS AGREEMENT, SUCH SERVICES SHALL BE PERFORMED PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS THOUGH IT REMAINS IN FULL FORCE AND EFFECT. THERE IS NO FINANCING CHARGE OR COST OF CREDIT (0%) ASSOCIATED WITH THIS AGREEMENT; PROVIDED THAT THE FOREGOING SHALL NOT OPERATE TO PREVENT COMPANY FROM CHARGING INTEREST ON LATE PAYMENTS AS SET FORTH HEREIN.

THE CUSTOMER ACKNOWLEDGES THAT IT CAN ACCESS A COPY OF THIS AGREEMENT TOGETHER WITH ALL APPLICABLE SOWS AND THEIR ATTACHMENTS. THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS AGREEMENT, ESPECIALLY THOSE SECTIONS BELOW RELATING TO ITS PROTECTION OF THE COMPANY AND THE COMPANY'S LIMITED LIABILITY AND WARRANTY. THE CUSTOMER AUTHORIZES THE COMPANY TO CONFIRM THE CUSTOMER'S CREDIT RECORD AND TO REPORT THE CUSTOMER'S PAYMENT PERFORMANCE UNDER THIS AGREEMENT TO CREDIT AGENCIES AND CREDIT REPORTING SERVICES. THE CUSTOMER ACKNOWLEDGES THAT THE COMPANY OFFERS VARIOUS SERVICES, INCLUDED THOSE DESCRIBED ON THE SOWs, AND THAT THE CUSTOMER HAS SELECTED ONLY THOSE SERVICES FOR WHICH A BOX IS CHECKED (INCLUDING ELECTRONICALLY, IF APPLICABLE) ON THE SOWs.

GENERAL TERMS.

1. LIMITATION OF THE COMPANY'S LIABILITY. IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING, TAKING OVER THE SYSTEM, ACCESS CONTROL OR OTHER SERVICES, IN ANY RESPECT AT ALL, THE COMPANY'S MAXIMUM LIABILITY WILL BE \$500.00. THE COMPANY WILL ASSUME

A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THE CUSTOMER'S SOW.

THE COMPANY EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER EXECUTING OR AGREEING TO THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ANY OTHER THEORY OF LIABILITY.

THIS EXCLUSION SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

THE CUSTOMER ACKNOWLEDGES THAT, FOR AN ADDITIONAL FEE, THE CUSTOMER MAY OBTAIN ADDITIONAL PROTECTION FOR THE SITES.

2. Insurance. The Customer understands that **THE COMPANY IS NOT AN INSURER.** The Customer is responsible for obtaining and maintaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not related to the value of the Sites or the Customer's possessions, but rather are based on the cost of the System and the Company's services. The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance or which would customarily be covered by business insurance.

The Customer understands that the System is designed to reduce, but not eliminate, certain risks. The Company does not guarantee that the System will prevent personal injury, unauthorized entrances or fire and smoke damage to the Sites. The Company assumes no liability for those risks. The Company does not represent or warrant that the monitoring, access control or other services will prevent any loss, damage or injury to person or property by reason of burglary, robbery, theft, holdup, or strict products liability, or any other cause.

3. Limited Warranty; Repairs.

(a) For 12 months from the date of installation by the Company, the Company warrants that if any part of the System does not work because of a defect or because of ordinary wear and tear, the Company will repair or replace that part at no charge to the Customer. The Company may use reconditioned parts in making repairs, but the Company warrants the replacement parts only for the remainder of the warranty period. The Customer agrees not to allow anyone besides the Company and its related parties repair the System during any warranty period.

This limited warranty does not cover (i) batteries, wiring, bulbs, LEDs, and security window screens, (ii) portions of any take over System that the Company determines are not in good operating condition at the time of takeover, (iii) service calls outside of the Company's normal business hours for warranty and repair work, and (iv) if the Company determines that the need for service was caused by acts beyond the Company's control such as accidents, power surges, misuse, lack of proper maintenance, unauthorized change or Force Majeure Events. "Force Majeure Events" include acts of God, including lightning, fires, earthquakes, tornadoes, hurricanes, floods, etc.

The Customer must notify the Company of any problem the Customer claims the Company's limited warranty covers within the warranty period. The Company will use commercially reasonable efforts to repair the problem as soon as it reasonably can after it receives the Customer's notice. This limited warranty is for the Customer's benefit only and may not be enforced by any other person.

(b) This limited warranty is the only warranty the Company makes, is made only if the Company installed the System, and takes the place of all other warranties whether express or implied. **NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

The Company does not promise that the System or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service. If a court decides the Company has given the Customer any implied warranty, it will extend only for the length of the limited warranty period.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the Customer. This limited warranty gives the Customer specific legal rights. The Customer may also have other legal rights that vary from state to state.

(c) Following the Customer's request, the Company may repair or replace the System at the Company's then-prevailing prices after the expiration of the Limited Warranty, or repair or replace anything excluded from the Limited Warranty, in each case at the Company's then-prevailing prices. Customer will also pay the Company's minimum service charge if the Company cannot enter the Site at the scheduled time for any repair or warranty work.

4. Customer's Protection of Company. This Agreement is intended only for the Customer's benefit. Therefore, the Customer agrees to protect/indemnify, defend, release and hold the Company and the Company's related parties harmless from and against all third party claims, liability or losses (including reasonable attorneys' fees) brought against the Company which relate to the System or the services the Company provides. The Company's related parties include the Company's employees, agents, affiliates and subcontractors.

This protection/indemnity covers claims brought against the Company by the Customer's insurance company. It also includes claims arising under contract, warranty, negligence, or any other theory of liability.

The Customer's duty to protect/indemnify the Company, however, does not apply to the extent of claims based on injuries to third parties or to their property that occurred while the Company's employees were on the Sites and which were caused solely and directly by those employees.

In case of any third party claim or loss covered by the Customer's insurance, the Customer agrees not to look to the Company or the Company's related parties for reimbursement. The Customer waives any rights that the Customer's insurance carrier or others claiming through the Customer may have against the Company or the Company's related parties.

5. The Customer's Agreements. The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. By executing this Agreement, Customer grants to the Company and its related parties the right to enter the Sites physically, remotely or electronically at reasonable times for purposes of installing, maintaining, upgrading, replacing and removing the System. The Customer warrants that the Customer is either the owner of the Sites or has authority to give the Company all necessary access to the Sites to install and operate the System. If the Customer is not the owner of the Sites, the Customer is responsible for obtaining any necessary approval from the owner to allow the Company and its related parties into the Sites to perform the activities specified herein. In addition, the Customer agrees to supply the Company or its related party, if requested, with the owner's contact information and/or evidence that the owner has authorized the Customer to grant access to the Company or its related parties to the Sites. The Customer is not aware of any hazardous conditions on the Sites.

The Customer agrees to prevent false alarms and assume responsibility for them. If the System generates excessive false alarms as determined by the Company in its discretion, the Customer will be deemed to be in Default of this Agreement (as defined in Section 6 below) and in addition to Company's other rights and remedies hereunder, the Company may terminate monitoring services or place such Systems in test status and charge the Company's standard test status fee and recover damages from the Customer. **THROUGHOUT THE DURATION OF ANY TEST STATUS PERIOD, THE COMPANY WILL NOT HAVE ANY OBLIGATION TO PERFORM THE SERVICES.** If a false alarm fine or penalty is charged to the Company, the Customer will pay for the charges. If the Company notifies the Customer of a malfunction, the Customer will disconnect the System until the Company can repair it. The Customer shall properly follow the instructions provided by the Company. In the event that any System is moved to a new address, the definition of the term "Site" with respect to such System shall automatically be changed to include such new address.

The Customer will not tamper or interfere with the System, nor permit others to do so. Any tampering or interference with the System relieves the Company from all obligation hereunder with respect to such System. The Customer agrees that the Company can record and use all communications with anyone at the Sites in the normal course of the Company's business. The Customer agrees that the Company can make program changes to the Company's proprietary data or software located in the transmitting device.

The Customer will pay the Company its then-current charges for doing any work not covered by this Agreement, including paying the Company's minimum service charge if the Company cannot enter the Sites at the scheduled time. The Customer's obligations continue even if the Customer sells, leaves or abandons the Sites

6. Default, Suspension or Cancellation. If the Customer fails to perform its obligations, breaches or threatens to breach, the Company will give the Customer formal written notice of default (“Default”). If the Customer does not fix the Default within 10 days (or longer time if so specified by the Company in the notice), the Company can terminate this Agreement and/or the applicable SOW. In addition and not in limitation of the foregoing, the Customer understands that the Company may stop or suspend the services hereunder or under any SOW or terminate this Agreement or any SOW if: (a) the Company determines to terminate this Agreement and/or any SOW and gives at least 10 days written notice to the Customer, (b) a Force Majeure Event affects the operation of the Company’s monitoring center such that it is impractical for the Company to continue service; (c) the Company cannot acquire or retain the transmission connections or authorization to transmit signals between the Sites and the Company’s monitoring center or the applicable fire or police department or other agency; (d) the Company determines that it is impractical to continue service due to the modification or alteration of the Sites after installation; (e) the Customer becomes a debtor in a bankruptcy proceeding, (f) any change in applicable law increases the Company’s cost of providing the services or modifies or changes the Company’s liability for the provision of services in such jurisdiction, or (g) the Customer is in uncured Default of the Agreement following Company’s applicable written notice. If the Company terminates this Agreement and/or the applicable SOW, the Customer must pay the Company upon demand by the Company: (i) all amounts then due; (ii) if terminated following or in connection with a Default, 75% of the amount due the Company for the remainder of this Agreement and/or the applicable SOW (as an agreed-upon amount of damages and not as a penalty); and (iii) the Company’s reasonable collection costs, including attorneys’ fees.

If this Agreement and/or applicable SOW is terminated, the Company does not have to provide any service hereunder and/or under any terminated SOW, as applicable, including monitoring, after that date. In addition, the Company can peacefully enter the Sites at which services were terminated and remove its equipment. If the Company waives any specific Default by the Customer, that does not mean the Company waives any later Defaults. Any waiver by the Company must be in writing.

The Customer grants the Company a security interest in any property the Company installs on the Sites in order to secure payment of the purchase price for the property and the Customer’s performance with respect to the lease of such property and contractual obligations. As applicable, the Company shall have the rights of a secured party under the Uniform Commercial Code. The Customer grants the Company the right to file a UCC-1 against the Customer with respect to the Company’s interest in the property. The Customer must return such property if it does not fully pay for it. If the Customer does not return such property, the Company will ask a court to force the Customer to do so.

7. System Charges. The Customer shall pay to the Company the fees set forth in each SOW, in addition to any applicable service fees and charges, including, without limitation, any surcharge fees associated with credit/debit card processing, electronic transfer fees or nonsufficient fund fees. The Customer agrees to obtain all licenses and pay all taxes, fines and other assessments, including sales taxes. The Company’s fees are based upon existing taxes and charges, and the Company can increase the Company’s fees to reflect changes in these taxes or charges.

After the first year of this Agreement, the Company can increase the Company’s fees by an annual amount up to the annual percentage increase in the Consumer Price Index, in addition to any increases due to taxes or charges.

Electronic transfers to accounts specified by the Company and most major credits cards or debit cards are acceptable forms of payment.

If the Customer is more than 30 days late with payment, the Company can charge the Customer interest up to the highest rate allowed by law. In addition to Company’s other rights and remedies hereunder, to the extent permitted by applicable law, the Customer agrees to pay the Company’s reasonable collection costs, including attorneys’ fees, and a reasonable reconnect fee if the Company has disconnected the System. Subject to applicable law, if the Customer intends to dispute a charge or request a billing credit, the Customer must contact the Company within 60 days of the date on the bill. Customer waives any disputes or credits that the Customer does not report within 60 days. Any dispute with respect to any component of any bill must be in writing and delivered to the Company in accordance with the Notices provision hereof, and stated with specificity. The Customer is responsible for timely paying any and all undisputed portions of any bill.

8. Refundable Deposit. The Company may require the Customer to pay a refundable deposit when service is activated, upon the addition of Company equipment or service(s), or if the Customer fails to pay any amounts when they are due. If the Company disconnects the service(s) or is otherwise required under applicable law to refund such deposit, the Company shall within 45 days or as otherwise specified by applicable law return a sum equal to the deposit(s) paid by the Customer (without interest unless otherwise required by law) minus any amounts due on the Customer’s account or otherwise owing to Company from Customer (including without limitation, any amounts owed for services and any Company equipment that is damaged, altered, or not returned.)

9. Offset Rights. Upon any termination or expiration of this Agreement, the Customer agrees that the Company has the right to offset against any amount or credits that the Company may owe the Customer (a) service charges for 30 days; (b) the termination fee set forth in Section 6(ii) above; and (c) any other additional charges, amounts or deposits that the Customer may owe to the Company. If the amount of the offset equals or exceeds the amount the Company owes Customer, Customer agrees that the Company will not be obligated to refund any amounts to Customer and Customer waives any right to receive this refund amount.

10. Equipment; Limited License. The Customer agrees that, except for the wiring installed inside the Sites and any take over System (excluding the transmitting device and any other devices provided by the Company and used with a take over System), all equipment belongs to the Company or other third parties and will not be deemed fixtures or in any way part of the Sites unless otherwise provided in writing by the Company. The Customer is granted a limited revocable license to use any firmware and software in such Company equipment in object code form (without making any modification thereto) strictly to use the services provided by the Company in accordance with this Agreement.

11. Changes to Agreement, Service, Equipment, Rates or Charges. Subject to applicable law, the Company has the right to change the terms of this Agreement, its services, Company equipment and rates or charges, at any time upon notice to the Customer. If there is a material adverse change in the terms of this Agreement, the service(s), rates or charges which the Customer finds unacceptable, the Customer has the right to cancel such affected service(s) within 30 days of receipt of notice of such change. If the Customer does not timely provide such notice, the Customer will be deemed to have accepted such change. Following receipt of such notice by the Customer, the Company reserves the right to rescind such change by subsequent notice to Customer following which Customer shall remain bound by the terms of this Agreement, services, rates or charges as existing prior to the original rescinded notice of the change.

12. Software. The Company makes no representation or warranty that any software or application installed on Company equipment, downloaded to Company equipment, or available through the Internet does not contain a virus or other harmful feature. It is the Customer's sole responsibility to take appropriate precautions to protect any Company equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. The Company may, but is not required to, terminate all or any portion of the installation or operation of the services if a virus or other harmful feature or software is found to be present on the equipment. The Company is not required to provide the Customer with any assistance in removal of viruses or other harmful features. If the Company decides, in its sole discretion, to install or run virus check software on the equipment, the Company makes no representation or warranty that the virus check software will detect or correct any or all viruses or harmful features. The Company acknowledges that the Customer may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on the equipment. **THE COMPANY SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.**

13. Transfers. The Customer cannot assign or transfer this Agreement without the Company's consent. However, the Company can assign or transfer this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers or subcontracts its obligations will have all of the Company's rights. The Company is not responsible, however, for any work, including monitoring, which is done by any third party.

14. Notices; Limitation on Lawsuits; Jury Trial. Unless otherwise indicated, all notices must be in writing. Unless otherwise set forth in a SOW, the Customer or the Company may end any portion of this Agreement or any SOW by notifying the other party at least 60 days prior to the end of the then-current term. It is critical that the Customer give any termination notice in a timely manner.

Unless prohibited by applicable law, the Customer must bring any claim against the Company within 1 year after the claim arose or the shortest duration permitted under applicable law if such period is greater than 1 year. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner.

The provisions of this Agreement which apply to any claim remain in effect even after this Agreement ends. **UNLESS PROHIBITED BY APPLICABLE LAW, THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.**

15 Electronic Media. The Customer agrees that the Company may scan, image or otherwise convert this Agreement and any SOW into an electronic format of any nature. The Customer and the Company also agree that electronic signatures, whether digital or encrypted, of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic signature" means any electronic symbol, or process

attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the Electronic Signatures in Global and National Commerce Act (15 U.S.C. Section 7001 et seq.), as now and hereafter in effect, or any successor statute thereto, or any applicable state law. The Customer also agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

16. Miscellaneous. This Agreement and the SOWs and their attachments, contain the entire understanding between the Customer and the Company and replace any other documents or discussions the Company previously had with the Customer. No handwritten changes or modifications to this Agreement by Customer shall be accepted by the Company, and no such changes shall be enforceable. The Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. This Agreement is not binding on the Company until the Company or its authorized agent signs the applicable SOW or begins installation or service. This Agreement is governed by the internal substantive law of the State of Georgia, without regard to its conflicts of laws provisions. The applicable court located in Georgia shall have exclusive jurisdiction of any disputes which arise under this Agreement. The Customer expressly waives the jurisdiction of any other court and agrees to be subject to personal jurisdiction in Georgia.

If the Company does not approve the SOW incorporating this Agreement, the Company's only obligation is to refund any payments the Customer has made. Any equipment or services the Company provides to the Customer in the future are subject to the terms of this Agreement, as so amended. Except as set forth herein with respect to Company's modification rights in Section 11, this Agreement cannot be changed except by a writing that both the Customer and the Company sign. All of the Company's rights and indemnities shall survive any termination of this Agreement.

If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." Except for monitoring, the Company will only do work during the Company's normal business hours of 9:00 a.m. to 5:00 p.m. on weekdays, excluding holidays the Company observes. All schedules and attachments (including the SOWs) incorporated or incorporating by reference are a part of this Agreement.