



Updated April 20, 2023. This Service Attachment for Managed Services supersedes and replaces all prior versions.

### **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 or other agency shown on the Order. Alarm signals transmitted by the Equipment will be monitored by the police 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 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.