everon™

HIDTA

Proposal prepared for:

County of Navarro

Presented by:

Joshua hogan

9.23.2026

Sales Agreement ID: 892370801

Reference use of SOURCEWELL Contract 121024-EVER "Building Management Systems Facility Security Systems, Equipment, and Software with Related Services"

everon™

September 23, 2026

County of Navarro
300 W. 3rd Avenue
CORSICANA, TX 75110

On behalf of Everon, thank you for the opportunity to respond to your RFP/solicitation for County of Navarro.

Everon is a leading national integrator and premier service provider of commercial security, fire and life safety. We support more than 300,000 customer locations, backed by our national strength, and over 5,000 employees, including 2,300 technicians, across more than 100 locations. Our company draws on an outstanding legacy of service excellence that is strengthened by our people's decades of industry expertise to emerge as an innovator and service excellence champion, protecting commercial property, people, and assets. We measure success on achieving customer goals and developing strong, long-lasting partnerships through every project and customer interaction. As a national company with local offices, our broad footprint is designed to provide you with a quality service experience to meet your specific needs and exceed your expectations.

We look forward to next-step discussions in order to provide County of Navarro with best-in-class solutions and service as your One Ideal Partner, and to help you achieve your security, fire and life safety objectives now and into the future. Thank you for your consideration.

Respectfully,

Joshua hogan
Everon

everon™

COMMERCIAL PROPOSAL AND SALES AGREEMENT

892370801	Branch:	66931	Sales Representative:	Joshua hogan	Today's Date:	9/23/2026

Customer Information			
Business Name:	County of Navarro	Phone:	(972) 915-9511
Address:	300 W. 3rd Avenue CORSICANA, TX 75110	Billing Address:	300 W. 3rd Avenue CORSICANA, TX 75110

Agreement Summary

This Commercial Proposal and Sales Agreement ("Agreement") is entered into between Everon, LLC with principal offices at 1501 Yamato Road, Boca Raton, FL 33431 ("Everon")[1] and the customer identified above ("Customer", together with Everon, the "Parties"), effective as of the date written above ("Effective Date"), governing the sale of products, equipment, components, hardware, and software ("Product(s)"), and/or security, fire, and life safety services ("Service(s)") at Customer's properties or locations ("Premises"), as set forth below and subject to the terms and conditions herein.

[1] Everon is registered to do business as Everon Solutions, LLC in Delaware, Georgia, Illinois, Indiana, and Pennsylvania. In Vermont, Everon is registered to do business as Everon Solutions

Total Products and Installation Charge: $13,757.97

Customer hereby agrees to pay Everon, its agents or assigns on a progressive basis as follows:

- The remaining balance of $13,757.97.

All amounts are quoted and invoiced in US Dollars (USD). In each case, payments shall be subject to the agreed payment terms described in the Agreement. Payment by credit card shall be subject to an additional 3% processing fee assessed and passed through from Everon's credit card processing company. Payment by method other than credit card shall not be subject to additional fee.

Recurring Service Charges: $255.89 per month

Customer agrees to pay the Recurring Services Charges shown above, plus applicable taxes and surcharges as set forth in the Agreement, for the usage of any Everon-owned equipment and any Recurring Services selected. Customer has made an advance payment of Recurring Services Charges in the amount of $0.00 at the time of sale.

Term Length: 60 Months

Site Location Information			
Location Name:	Texoma HIDTA		
Address:	6303 Commerce Drive, Suite 100 IRVING, TX 75063		
Site #:		Phone:	(469)550-9870

System Design Information			
System Design Name:	Intrusion System	Job #:	
Equipment Ownership:	Outright Sale		
Warranty Period:	90 Days		
Products and/or Installation Schedule of Values:	Bill Upon Completion: Full contract value will be invoiced upon substantial completion		

Services

Service Category	Qty	Service Name	Description
eSuite/Everon	1	eSuite Primary	

Monitoring	1	Intrusion Alarm Monitoring	Includes 24/7 monitoring of 1 area of protection, monthly timer test, holdup, duress and open/close logging
Signaling	1	Bosch Cellular Backup	
	1	Bosch IP Communications	
	1	Bosch Security Manager App	

Equipment List

Summary of Charges

Equipment & Installation Total	$1,970.83
Monthly Fee	$53.89

Existing Equipment

Qty	Material Code	Description
7	29A-B	Door Contact
1	B444-V2	Plug-In Cellular Module
4	B942	Touch Screen Keypad
1	B9512G-C	Bosch Control Panel, Enclosure & Transformer
45	DS1102I	Glass Break Detector

Scope Of Work

Everon Security To Provide:

Monitoring For Existing Bosch B951G Security Alarm Panel

Monitoring For Existing Bosch B444V Cellular Communicator

Test All Existing & Operable Devices

Existing Equipment:

1-Control Panel

1-Cellular Communuicator

4-Keypads

7-Door Contacts

45-Glass Break Detectors

Services:

24/7 Alarm Monitoring

Internet Communication (Primary Method)

Cellular Communication (Backup Method)

Bosch Security Manager (Mobile Application)

Everon Esuite Portal

Customer To Provide:

Access To Work During Normal Business Hours

Expense To Replace Any Non Functional Equipment (Customer To Approve Repairs Prior)

Alarm User Permit (City of Irving)

Reference use of SOURCEWELL Contract 121024-EVER "Building Management Systems Facility Security Systems, Equipment, and Software with Related Services"

System Design Information			
System Design Name:	Alarm.Com- Access Control	Job #:	
Equipment Ownership:	Outright Sale		
Warranty Period:	90 Days		
Products and/or Installation Schedule of Values:	Bill Upon Completion: Full contract value will be invoiced upon substantial completion		

Services

Service Category	Qty	Service Name	Description
Access Control	37	Alarm.com Access Control Door Add-on	Alarm.com door add-on fee per door; requires 1 standalone base fee per customer if not adding to commercial video or intrusion plan
	1	Alarm.com Access Control Standalone Base Fee	Alarm.com access control standalone access control package base fee, does not include any doors; not required if adding doors to existing intrusion or video plans
eSuite/Everon	1	eSuite Primary	

Equipment List

Summary of Charges

Equipment & Installation Total	$4,704.17
Monthly Fee	$158.00

Existing Equipment

Qty	Material Code	Description
34	ET25-7WS	Card Reader with Keypad
5	FPO150-B100C8D8PE4M	Access Enclosure with Lock Power Supply
2	MP1502-G	Mercury Intelligent Controller
16	MR52-S3-G	Mercury 2-Reader Interface Module

Scope Of Work

Everon Security To Provide:

Covert Existing Genetec Access Control Hardware (To Be Managed By Alarm.Com Platform)

Provide Programming (Door Profile, Schedules, User Groups)

Data Export/Import (Import Existing Cardholders Into New Database)

Test All Existing & Operable Devices

Customer Training

Existing Equipment:

2-Access Control Panels

16-Card Reader Expansion Boards

5-Access Enclosures with Lock Power

37-Card Readers

Services:

Alarm.Com Cloud Hosted Access Control

Everon Esuite Portal

System Design Information			
System Design Name:	Alarm.com- Video Surveillance	Job #:	
Equipment Ownership:	Outright Sale		
Warranty Period:	90 Days		
Products and/or Installation Schedule of Values:	30/50/20: 30% of Contract Value Upon Contract Acceptance 50% of Contract Value at Progress Billing 20% of Contract Value at Final Acceptance		

Services

Service Category	Qty	Service Name	Description
eSuite/Everon	1	eSuite Primary	
Video	8	Alarm.com Commercial Video Plus	Alarm.com commercial video plus channel license

Equipment List

Qty	Manufacturer	Material Code	Description
1	Alarm.com	ADC-CSVR2008P-1X12TB	8-Channel Pro Series Commercial Stream Video Recorder, 12TB, PoE, UL Listed

1	D-Link	DGS-1210-10P	8 PORT POE SWITCH + 2 COMBO GIG Ports
300	WINDY CITY WIRE	5566060-500	Cat6, 23-4pr Un-Shielded Plenum Green Jacket, 500 FT

Summary of Charges

Equipment & Installation Total	$7,082.97
Monthly Fee	$44.00

Existing Equipment

Qty	Material Code	Description
8	02373-001	M3085-V 2 Megapixel Network Indoor Dome Camera with 3.1mm Le

Scope Of Work

Everon Security To Provide:

1-Eight Channel Cloud Managed Video Recorder (Includes POE Switch & 12TB Onboard Storage)

1-Eight Port POE Switch

8-Reconnect Existing Axis Interior Fixed Dome IP Cameras

Provide Programming (Camera Name, Recording Parameters)

Customer Training

Existing Equipment:

8-Interior Fixed Dome Cameras

Services:

Alarm.Com Cloud Managed Video

Everon Esuite Portal

Group Purchase Organization (GPO) Information

The terms and conditions of the SOURCEWELL Contract 121024-EVER "Facility Security Systems, Equipment, and Software with Related Services" apply in addition to the Everon standard terms and conditions. In the event of a conflict of terms, the SOURCEWELL Contract terms will prevail.

Pricing above is as of the date of this Proposal and valid for 30 days unless a change in equipment cost occurs. Government tariffs or levies may cause these prices to increase, even if such tariffs or levies are enacted after the date of this proposal. Please speak to your sales representative for solutions to minimize risk of tariff-related price increases.

Terms and Conditions

All prices quoted and any other offers made in this Proposal are based upon the terms herein and valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn, and this Proposal shall be void. The following terms and conditions noted with an X are incorporated into this Proposal and Sales Agreement:

X General Terms and Conditions
_ Product-Specific Terms: Extended Service Plan
_ Product-Specific Terms: Inspection and Testing Services
X Product-Specific Terms: Monitoring Services
_ Product-Specific Terms: ATM Products and Services
_ Product-Specific Terms: Sprinkler and Suppression Services
_ Product-Specific Terms: EAS and Security Gates
X Product-Specific Terms: Third-Party Services
_ Product-Specific Terms: Rented or Financed Products
_ Product-Specific Terms: Special Business Risk Provisions

GENERAL TERMS AND CONDITIONS ("GTCs")

1. Charges, Invoicing, and Payment

A. Invoices. Everon shall issue invoices directly to Customer for amounts owed to Everon ("Charges"). Everon shall issue invoices to Customer on the following schedule:

i. For ongoing Services under a contract term or on a month-to-month basis ("Recurring Services"), Everon shall issue invoices Quarterly in advance.

ii. For projects requiring installation of Products and that have a written schedule of values, Everon shall issue invoices as set forth in the schedule of values; or if no schedule of values exists, Everon shall issue invoices over time on a progressive basis to reflect Everon's estimated percentage of work completed, which may, in Everon's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors ("Percentage of Work Completed").

iii. For all other Products or Services, Everon shall issue invoices upon delivery or Substantial Completion of the Product or Service. "Substantial Completion" shall mean the date when work is completed sufficient to allow Customer or end user to use the Product or Service for its intended purpose, even if minor details (e.g., punch list items) remain to be completed.

B. Payment. Customer shall pay each invoice in full within thirty (30) days of the date of the invoice, without discount, set-off, or deduction. Any acceptance by Everon of a partial payment shall not be construed as a waiver of Everon's right to receive any unpaid portion of an invoice. Customer shall make payment via wire, automated clearing house, check, or such other manner as may be agreed upon by Everon and Customer. If a payment due date falls on a weekend or any bank holiday, payment must be made on the next available banking day.

C. Past Due Amounts. Past due amounts shall accrue interest at a rate of two percent (2%) per month compounded or the maximum rate allowed by law, whichever is less. All overdue payments received from Customer shall first be applied to interest and collection costs before they will be applied to any principal amounts. Everon shall be entitled to recover from Customer any costs of collecting past due amounts, including reasonable attorneys' fees.

D. Charges. Charges for Products are determined on a per-order basis and are valid for thirty (30) days from any written proposal. Charges for any Products ordered by Everon or Customer more than thirty (30) days after the date of the Agreement shall be at Everon's then-current prices. After the first year of the term of any Services, but no more frequently than once in any twelve (12) month period, Everon may increase the Charges, effective upon thirty (30) days prior written notice, by an amount not to exceed the United States Consumer Price Index increase over the preceding twelve (12) months plus four (4) percent.

E. Delays. Everon shall be reimbursed for all costs incurred by Everon or its subcontractors due to actions by Customer or any of Customer's vendors or customers that alters or delays the Services, whether before, during, or after Everon has started performing the Services. Any delays other than Force Majeure (as defined in Section 11, below) that cause Everon to incur more labor or overtime hours to complete the Services than originally bid will be the subject of an equitable adjustment to the Charges. Everon will give appropriate notice when possible to the Customer prior to either the Customer or Everon incurring such charges.

F. Taxes and Fees. Charges do not include any applicable taxes. The Customer shall pay the Charges, and as applicable the following:

i. All applicable taxes, assessment, duties, fees, or charges now or hereafter levied by any domestic or foreign government or instrumentality thereof ("Taxes") related to the Products and Services, other than Taxes based on Everon's net income;

ii. Any false alarm fines or Taxes imposed by any government, instrumentality thereof, law enforcement agency, or other public safety Authority Having Jurisdiction ("AHJ") or costs for additional or modified Products or Services required by any AHJ;

iii. All charges related to telecommunication services required for the Products or Services to function, including expenses or costs required to modify or replace Products or Services to comply with changes made by or affecting telecommunication or related services required for the Products or Services to function;

iv. Any costs and service charges for Everon to repair or replace Customer-owned equipment necessary for Everon to provide the Products or Services;

v. A service charge for (a) Everon to respond to a service call or alarm signal caused by Customer error, including, but not limited to, operating Products contrary to Everon instructions; (b) if Customer cancels an installation or service appointment less than forty-eight (48) hours prior to Everon's deployment of personnel to the Premises; (c) any use of third-party portal for invoice, order, or service or transaction management requested by Customer; or (d) Customer's use of credit card to make payment on any invoice.

vi. If payment and performance bonds are required by Customer, then Customer shall pay an administrative fee; and

vii. Everon may, from time-to-time and in its sole discretion, issue surcharges in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party supplies, labor, and/or Products, (c) impact of government tariffs or other actions, and (d) any conditions that increase Everon's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

2. Products and Installation

A. Timing. If the Agreement calls for the installation of any Products by Everon ("Installation"), then Everon will use commercially reasonable efforts to complete the Installation within the timeframe set forth in the Agreement, or if no timeframe is set forth, within a reasonable timeframe. Unless agreed otherwise in writing, Installation shall be during Everon's normal business hours. If no such agreement is made and Customer requests the Installation be performed outside Everon's normal business hours, Monday through Friday (excluding holidays), then additional charges will apply. Within 5 days of completion of the Installation, Customer shall either provide final acceptance of the Installation or identify in writing any corrections required (if no written corrections are provided, Customer will be deemed to have provided final acceptance). If Customer is past due on any invoices at the time Installation is completed, activation of Products may be delayed until past due amounts are paid, at Everon's sole discretion, to the extent permitted by any applicable laws or regulations.

B. Compliance. Customer is responsible for providing the necessary specifications, drawings, designs, or instructions for the Installation and for ensuring they comply with all applicable codes and ordinances. Unless agreed in writing otherwise, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the Installation. Customer shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the Installation.

C. Products Ownership. Title and risk of loss to Products sold to Customer under the Agreement shall transfer to Customer upon the earlier of (i) receipt of the Products by Everon or (ii) delivery of the Products to Customer. If Products for an Installation are received by Everon prior to the commencement of Installation, then a fee for Products storage shall be added to the Charges. Customer shall retain title to all Customer-owned equipment that Everon utilizes to provide Services.

D. Substituted Products. If any Product becomes unavailable or discontinued after a Customer order and before Installation, then Everon may substitute an equivalent Product, upon written notice to Customer. The Charges shall be adjusted for any price difference for such substituted Product.

E. Evolving Functionality.

i. Evolving Products, Services and Features. Customer acknowledges and agrees that the Products and Services, installed, configured, supported or provided by Everon are subject to ongoing development and change, including without limitation through manufacturer or third-party software enhancements, patches, updates, upgrades, changes to license models, and the introduction or activation of new or modified features and functionalities (collectively, "Evolving Features"). As a result, the scope of capabilities of the Products and Services may change over time, including the addition of capabilities that were not available or not enabled as of the date of installation.

ii. Customer Control of Features. Many Evolving Features are, or may in the future be, capable of being activated, configured, or deactivated by Customer (or its users, administrators, or third-party service providers acting on its behalf) without Everon's involvement, including but not limited to features such as gunshot detection, facial recognition, people counting, analytics, and other similar or successor functionalities ("Advanced Features"). Customer understands and agrees that the availability, activation, use, or configuration of any such Advanced Feature is under Customer's control and outside of Everon's control.

iii. Unless expressly set forth in a written statement of work signed by both Parties, Everon shall have no obligation to (a) monitor Customer's use of the Products and Services, (b) monitor changes to or availability of Evolving Features or Advanced Features, (c) provide legal or regulatory advice regarding such features, or (d) enable, disable, or reconfigure any feature in order to achieve legal compliance for Customer. Any such services, if provided, are offered solely as an accommodation and shall not shift responsibility for legal compliance away from Customer.

F. Internet and Radio Frequency Based Products and Services

i. Customer Responsibility for Connectivity; Everon-Provided Circuits.

1. Customer acknowledges that Everon's services may require continuous, reliable Internet or radio frequency connectivity from the Premises. Except as expressly stated in this Agreement, Customer is responsible, at its sole cost, for procuring and maintaining all Internet connectivity (including any necessary routers, switches, firewalls, and related equipment).
2. If Everon agrees in writing to arrange for or otherwise provide an Internet connection for Customer's site (whether through a third-party provider or otherwise), Customer expressly agrees that: (a) Everon is not a telecommunications carrier and provides such connectivity solely as a convenience and pass-through; (b) such connectivity remains subject to all limitations, outages, degradation, and other issues inherent in the underlying provider's services; and (c) any interruption, degradation, or unavailability of the connection shall be deemed an excused performance event under this Agreement and shall not constitute a breach by Everon.

ii. Preference for Hardwired Connectivity; Use of Cellular as Primary Connection.

1. The Parties acknowledge that a dedicated, hardwired Internet connection (e.g., cable, fiber, or DSL) is generally preferred for reliability, performance, and cost.
2. Where a hardwired Internet connection is not reasonably available or practical, Customer may use or authorize Everon to provision a cellular-based Internet connection as the primary means of connectivity for the site. In such event, Everon does not guarantee any particular level or quality of service.

iii. Cellular Plans; Throttling and Performance Limitations.

1. Customer acknowledges that cellular data plans used for site connectivity will typically be provisioned on an "unlimited" or high-usage basis intended, in Everon's reasonable judgment, to be sufficient for anticipated monitoring and related traffic; however, such plans may nonetheless be subject to data prioritization, traffic management, or "throttling" by the cellular provider, including reductions in speed or service quality.
2. Customer further acknowledges and agrees that (a) Everon has no control over, and shall have no liability for, any throttling, congestion management, or similar network practices implemented by the cellular provider; (b)the cellular connection is primarily intended to support Everon's monitoring services and related security functions, and is not designed or priced for high-volume or continuous video streaming by Customer or third-parties; and (c) if Customer intends to regularly access or stream camera feeds from outside the site (such as continuous or frequent remote viewing), Customer should procure a dedicated, hardwired Internet connection suitable for that purpose, and Everon shall have no responsibility for any performance issues, delays, or failures arising from use of the cellular connection for such high-volume activities.

iv. Variability of Radio and Cellular Service; No Warranty.

1. Customer understands that radio and cellular service performance may vary over time due to, without limitation, network upgrades, technology transitions (e.g., 3G/4G/5G and subsequent generations), weather conditions, topography, building construction, interference, and the number of simultaneous users on a given cellular node.
2. Although Everon may perform periodic measurements, sampling, or other assessments of the cellular connection's consistency and reliability, such assessments are indicative only and do not constitute a guarantee or warranty that the connection will function without interruption, degradation, or error.
3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL RADIO- AND CELLULAR-BASED CONNECTIVITY ARRANGED OR PROVIDED BY EVERON IS PROVIDED "AS IS" AND "AS AVAILABLE," AND EVERON DISCLAIMS ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) REGARDING THE AVAILABILITY, SPEED, LATENCY, OR QUALITY OF SUCH CONNECTIVITY.

v. Network Configuration; Changes by Customer or Third-Parties.

1. Internet connections used for the services require specific network configurations, which may include, without limitation, firewall rules, port forwarding, NAT settings, VLANs, and security policies (collectively, "Network Settings"), that permit the transmission of video, data, and signaling between the site and Everon's systems.
2. Everon will use commercially reasonable efforts to identify and assist in configuring the Network Settings needed for proper operation of the services. However, Customer acknowledges that: (a) any changes to hardware, software, or Network Settings (including changes made by Customer's IT staff, other vendors, or third-party service providers) may adversely affect or interrupt the services; (b) Everon is not responsible for unauthorized, uncoordinated, or undisclosed changes to the network or related infrastructure; and (c) Everon cannot eliminate all risks of misconfiguration, human error, or conflicting

changes, even when acting with due care.
3 Customer shall promptly notify Everon of any planned or actual changes to its network infrastructure, Internet service, or Network Settings that may affect the services and shall provide reasonable cooperation in diagnosing and resolving connectivity issues, including granting Everon or its designees appropriate remote or on-site access.
4. Any service interruption, degradation, or failure resulting from (a) Customer's or a third-party's changes to hardware, software, or Network Settings; (b) Customer's failure to notify or cooperate as described above; or (c) the acts or omissions of Customer's other providers, contractors, or vendors, shall be deemed an excused performance event, and Everon shall have no liability for any resulting unavailability, delay, or degradation of the services.

vi. Fees and No Service Credits for Carrier/Network Issues. Customer remains obligated to pay all fees and charges in accordance with this Agreement notwithstanding any connectivity-related issues or interruptions arising from the acts or omissions of third-party carriers, Internet service providers, or other network providers, or from network configuration changes not solely caused by Everon's gross negligence or willful misconduct. Unless expressly provided otherwise in an applicable Service Level Agreement, no service credits or other remedies shall be due for outages or degradations attributable in whole or in part to such causes.

3. Warranty

A. General Warranty. Subject to the exclusions stated herein, and in addition to any product-specific warranty terms or exclusions set forth in the Product-Specific Terms, Everon provides the warranties below. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW OR IN THE PRODUCT-SPECIFIC TERMS, EVERON EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

i. *Products Warranty.* Products installed under this Agreement are warranted against defects in material or workmanship for the warranty period stated above, or if no such period is stated, then for ninety (90) days from installation by Everon. Defective Products will be repaired or replaced at Everon's option.

ii. *Services Warranty.* Everon warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and practices. If any Services fail to comply with the foregoing standard within the warranty period stated above, or if no such period is stated, within ninety (90) days from the date Services are completed, then Everon will re-perform the non-complying Services during normal business hours, at no additional charge.

B. Limitations and Exclusions.

i. Everon shall perform warranty services during normal business hours (9am to 5pm local time), Monday through Friday, excluding Everon holidays. Customer requests for Everon to perform warranty services outside these hours may result in additional charges.

ii. Everon is not responsible under any warranty for any defect in Products or Services caused by: (a) damage or alterations to the Products or Premises caused by or resulting from any Force Majeure event (defined herein) or the actions or omissions of any third party, whether intentional or unintentional, (b) Customer's failure to follow Products' operating instructions; (c) Customer's failure to provide ordinary care and maintenance to the Products; (d) battery failure or the Products otherwise losing power supply; (e) telecommunications malfunctions or modifications that render it incompatible with the Products or Everon's central station; (f) failure of devices or components designed to fail in order to protect the Products, including but not limited to fuses and circuit breakers, (g) changes requested by Customer after installation acceptance, including but not limited to adjustments to camera alignment or settings, monitor settings, or other items subject to discretion, after installation and acceptance by Customer; (h) Customer's use of Products in combination with equipment or software not supplied by Everon, or changes in any of Customer's systems connected (e.g. HVAC) that are connected to the Products but not supplied by Everon; (i) repair of Products for which replacement parts or components are no longer available due to obsolescence or end-of-product life; (j) replacement of Products that are at the end-of-product life, obsolete, and/or are no longer supported by the manufacturer; and (k) normal wear and tear.

iii. To the full extent permitted by law, all warranties shall become voided immediately if Customer permits any person or entity other than Everon, Everon's employees, or Everon's agents to perform maintenance or service to the Products without Everon's prior written approval.

4. Customer's Obligations

A. Customer's Representations and Warranties. Customer represents and warrants that

i. Customer owns or leases any equipment Customer provides or allows Everon to use;

ii. Customer has legal authority to authorize Everon to (a) install Products, (b) use, modify, or connect to previously installed equipment, and (c) provide Services to the Premises;

iii. Customer will comply with all laws, codes, and regulations related to this Agreement, or to the Premises, the Products, and Services, including but not limited to privacy, data protection, surveillance, audio/video recording, biometrics, labor and employment, civil rights, and consumer protection;

iv. the Products and Services are ordered for commercial purposes and not for personal, family, or household purposes;

v. Customer's entry into this Agreement will not breach, violate, or interfere with any other contract or third-party's rights;

vi. the Premises comply with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions;

vii. if any Services require payment of a prevailing wage under federal or state law, Customer will provide the applicable wage determination to Everon prior to the start of work; and

viii. that Customer will fully comply with the Customer Responsibilities described in Sec 4.B below.

B. Customer's Responsibilities.

i. *Responsibilities regarding Products.* Customer agrees to (a) instruct all users on the Products' proper use, (b) test the Products' protective devices and send monthly test signals through the Everon customer portal, (c) turn off, control, or remove all HVAC systems that interfere with alarm detection service, (d) notify Everon immediately upon discovering a defect in the Products, (e) obtain and keep current all necessary permits and licenses required for the Products, and (f) pay all usage fees imposed by any AHJ in connection with the Products.

ii. *Responsibilities regarding the Premises.* Customer agrees to (a) permit Everon to have reasonable access to the Premises during Everon's normal business hours, (b) cooperate with Everon to obtain any necessary consents and waivers from the Premises owner, if not the Customer, relating to the installation or operation of the Products, or the provision of the Services, (c) supply and maintain all supplemental equipment and facilities necessary for any installation or operation of Products or Services, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, bypass or switch units, and

associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed, and (d) remediate any materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any AHJ ("Hazardous Materials") upon discovery by Everon, prior to Everon continuing work at the affected Premises.

iii. System Access Control. Customer is solely responsible for establishing, implementing, and enforcing all permissioning, authentication, access control, and user management policies relating to the Products and Services, including determining (i) who is granted access to the Products and Services, (ii) what level of access such persons have, and (iii) what data, features, and configuration settings such persons may view, modify, or control. Everon shall not be responsible for unauthorized or inappropriate access, configuration changes, or use by Customer's personnel, contractors, service providers, or any other third-party to whom Customer (directly or indirectly) grants access.

5. Risk of Loss. Everon shall bear the risk of loss or damage to Products until delivery to the Premises. Everon shall be responsible for loss or damage to the Products during testing or installation only to the extent such loss or damage is directly caused by Everon . Customer shall be responsible for security and proper storage of Products after delivery to the Premises and shall bear risk of loss for Products on Premises unless the loss is directly caused by Everon.

6. Termination

A. Termination by Everon.

i. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, upon thirty (30) days' prior written notice, if: (a) Customer fails to follow any recommendations Everon may make for the repair or replacement of defective or discontinued Products not covered under Warranty or an Extended Service Plan; (b) Customer fails to follow the operating instructions provided by Everon; (c) the Products generate excessive false alarms due to circumstances beyond Everon's reasonable control; (d) in Everon's sole opinion, the Premises in which the Product is installed becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service impractical or impossible; (e) in Everon's sole opinion, continuation of the Agreement is impractical or impossible under the circumstances; or (f) Everon is unable to obtain or continue to support technologies, communication facilities, or Products or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available.

ii. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, immediately upon written notice, if: (a) Customer fails to cure any breach of this Agreement, including failure to make payments when due, within thirty (30) days of receiving written notice of such breach; (b) any representation by Customer herein or in any other agreement it has with Everon is materially untrue; (c) Customer breaches any warranty contained herein or in any other agreement it has with Everon; (d) Customer denies Everon reasonable access to Everon-owned Products located at any Premises; or (e) Customer becomes insolvent, becomes a debtor in a bankruptcy or other insolvency proceeding, makes an assignment for the benefit of its creditors, or has a receiver or trustee appointed for Customer or its assets.

B. Termination by Customer.

i. If Everon has materially breached the Agreement, and that breach is not cured within thirty (30) days after Everon receives written notice of the breach, then Customer shall have the right to terminate the Agreement or any Service(s) upon written notice, without penalty.

ii. Customer may terminate Recurring Services provided at any individual Premises, upon thirty (30) days' prior written notice, if Customer sells or otherwise ceases owning or occupying an individual Premises, other than through merger or change of control transaction.

C. Effect of Termination or Expiration.

i. Upon termination or expiration of the Term, all Services provided under the Agreement shall terminate.

ii. All Charges due from Customer to Everon shall become immediately due and payable on the date of termination or expiration, including (a) all Charges for Services or Products rendered prior to the effective date of termination or expiration, (b) the percentage of Charges for Installation equivalent to the Percentage of Work Completed as of the effective date of termination or expiration, (c) the costs for any materials, goods, equipment, or Products purchased or allocated for Customer by Everon prior to notice of termination, and (d) any other costs incurred by Everon in reliance on or on behalf of Customer, prior to the effective date of termination or expiration.

iii. If the termination is for any reason other than those permitted in 6.B, then in addition to all fees due under the Agreement for Products and Services rendered prior to termination, Customer shall pay an early termination charge equal to the sum of monthly charges for Recurring Services for the remaining duration of the term of such Recurring Services.

iv. Upon the expiration of the term of any Recurring Services ordered under this Agreement, such Recurring Services shall automatically renew on a month-to-month basis under the terms of this Agreement until terminated by either party by giving no less than thirty (30) days' prior written notice.

7. Limitation of Liability

A. Alarm Event Limitation. The amounts Everon charges Customer are not insurance premiums. Everon is not qualified to assess the value of Customer's property, and Everon's charges are unrelated to the value of Customer's property, any property of others located in or at the Premises, or the risk of loss associated with the Premises. For purposes of this Agreement, an "Alarm Event" shall mean any losses or damages arising from or related to a casualty occurring at Customer's Premises during which the Products and/or the Services operated, operated improperly, failed to operate, or otherwise did not detect, prevent, terminate, warn of, or mitigate losses or damages resulting from the casualty. Such Alarm Event losses or damages may include, but are not limited to, damage to property, personal injury, or death, and may be caused by casualties such as fire, burglary, unauthorized intrusion, assault, or other event. TO THE FULL EXTENT PERMITTED BY LAW, EVERON, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, SHALL ASSUME NO RISK OF LOSS AND HAVE NO LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY ALARM EVENT, WHETHER UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM THAT EVERON FAILED TO DETECT, PREVENT, WARN OF, TERMINATE, OR MITIGATE THE CASUALTY UNDERLYING THE ALARM EVENT. THE RISK OF LOSS FOR ALL ALARM EVENTS REMAINS WITH CUSTOMER. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Everon arising as a result of paying any claim for loss, damage, or injury to Customer or another person arising from or related to an Alarm Event.

B. Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH CLAIM FOR DAMAGES IS BASED ON TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT ANY TIME PRIOR TO OR DURING THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES.

C. Liability Cap. WITHOUT LIMITING THE FOREGOING SECTIONS, IN NO EVENT SHALL EVERON'S LIABILITY OR THE DAMAGES RECOVERABLE BY CUSTOMER FROM EVERON, AND/OR EVERON'S PARENTS, SUBSIDIARIES, EMPLOYEES, AGENTS, OR AFFILIATES, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR PRODUCTS AND SERVICES AT THE PREMISES WHERE THE EVENT FOR WHICH EVERON IS LIABLE OCCURRED, OVER

THE TWELVE (12) MONTHS PRECEDING THE EVENT FOR WHICH EVERON IS LIABLE.

8. Indemnification

A. Indemnification by Everon. Everon shall indemnify and hold Customer and its owners, employees, and officers harmless from any and all liabilities, losses, damages, fines, penalties, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses") relating to any and all third party claims, demands and course of actions ("Claims") arising from or related to: (i) the negligence or intentional misconduct of Everon, its agents, or employee, but excluding any Losses arising from or related to an Alarm Event; and (ii) any allegation that a Product infringes any third party intellectual property right, to the same extent that Everon is indemnified by the manufacturer or distributor of the applicable Product for the Losses.

B. Indemnification by Customer. Customer shall indemnify and hold Everon and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses relating to Claims arising from or related to: (i) the negligence or intentional misconduct by Customer, its agents, employees, contractors, and subcontractors; (ii) an Alarm Event; (iii) Customer's selection, activation, or configuration of any Product or Service (iv) any breach of any representation or warranty made by Customer in the Agreement; (v) Customer's failure to follow or comply with any law applicable to the Products or Services, and (vi) any defect, hazardous condition, or Hazardous Materials present at the Premises.

9. Insurance. During the term of the Agreement, Everon will maintain the following insurance policies in full force and effect: (a) comprehensive general liability insurance with a limit of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate; (b) statutory workers' compensation and employer's liability insurance meeting all applicable federal and state workers' compensation laws; and (c) commercial automobile liability covering bodily injury and property damage, with a combined single limit of two million dollars ($2,000,000) per occurrence. Certificates of insurance naming Customer as an additional insured are available upon request. Neither the existence of such insurance policies nor the terms of this Section shall be deemed to modify any limitation of liability or indemnification obligation under this Agreement.

10. Intellectual Property.

A. No Transfer of IP. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

B. Third Party Products and Software.

i. Everon is a reseller of certain software, licenses, subscriptions, products, services, and equipment ("Third-Party Services") performed, provided, manufactured, maintained, and/or managed by independent contractors ("Vendor(s)").

ii. "EULA" means all product and services documentation provided by Vendor and all end user license agreements Vendor may require Customer to enter into EULAs are available on Vendors' websites and upon request. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.

iii. Third-Party Services are sold only with the warranties provided in the applicable EULA. EVERON MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE THIRD-PARTY SERVICES. ALL SALES OF SOFTWARE LICENSES ARE FINAL.

iv. Customer agrees that Everon may pass through any price change in Vendor's cost of Third-Party Services upon written notice to Customer. Customer shall be responsible for, and shall reimburse if Everon pays, any charges from Vendor resulting from (a) Customer's use of the Third-Party Services beyond that purchased under the Agreement and the EULA, and (b) Customer's premature termination of any Third-Party Services that are subject to a term agreement.

v. In addition to and without limiting any other indemnification obligations under the Agreement, Customer shall indemnify and hold Everon harmless to the same extent Customer indemnifies Vendor under an applicable EULA and from any Losses arising from or related to: (a) Customer's breach of any applicable EULA, (b) any actual or alleged compromise, unauthorized access, disclosure, theft, loss, or unauthorized use of Customer information or data in connection with the Third-Party Service; and (c) any failure by Vendor to provide the Third-Party Services, in part or in whole.

C. Data Usage. Everon, Vendors, or their respective designee(s), shall use Customer data, records, and information only: (a) for the specific purpose for which it was submitted; (b) to provide and improve Products and Services; (c) for analytics and research purposes related to Products and Services; (d) to monitor compliance with this Agreement; and (e) for any other purpose permitted in this Agreement or in any other applicable terms and conditions.

D. Customer Data Sets. Customer acknowledges that Customer and/or third-parties acting on its behalf may use in-house, proprietary, third-party, or other external data sets, models, or content (collectively, "Customer Data Sets") in connection with the Products and Services. The selection, legality, accuracy, quality, and use or misuse of any Customer Data Sets, and any outcomes generated from their use with or through the Products and Services, are solely the responsibility of Customer. Everon is not required to review, approve, monitor, or control any Customer Data Sets and may be entirely unaware of their nature, source, or use. Everon shall have no responsibility or liability arising out of or related to any Customer Data Sets or their combination with, or use in connection with, the Products and Services.

11. Force Majeure. Everon shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, lightning, explosions, and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, supply chain disruptions, power surges, strikes, labor disputes, or for any other cause beyond Everon's reasonable control ("Force Majeure"). Everon shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure.

12. Confidentiality. During the Agreement, each party may disclose to the other confidential information, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) was in the possession of the receiving Party before the commencement of this Agreement; (c) is developed independently by the receiving Party; or (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction. The obligations under this section shall survive the termination or expiration of the Agreement for three (3) years.

13. Non-Solicit of Employees. During the term of this Agreement and for one year following its termination or expiration, neither Party shall solicit for employment any employee of the other Party who performed or performs services in connection with this Agreement; provided, however, that this Section shall not prohibit either Party from making general public promotions or solicitations for employment, nor from hiring any person who responds to any such general

public promotion or solicitation.

14. Miscellaneous.
A. Nature of Relationship. Everon is an independent contractor and not an employee, agent, joint venturer, or partner of Customer.

B. License Information. Everon state license information is available at https://www.everonsolutions.com/about/licenses-credentials/licenses.

C. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) Product or Service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless Everon from and against all Losses assessed against or suffered by Everon as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

D. Conflicts of Interest. Everon does not permit the offering or acceptance of gifts or gratuities by Everon employees from parties with whom Everon is contracting for services, products, or other matters, and Customer shall not make any offer to any Everon employee that would violate this policy. Customer further represents and warrants that there is no financial or business relationship or any other conflict of interest that Customer has with or has offered to any employee of Everon. In the event Everon determines any offer of gifts or gratuities has been made by Customer to an Everon employee or a financial or business relationship or other conflict of interest has been offered to or exists between Customer and an Everon employee, Everon may terminate this Agreement, without penalty, upon five (5) days' prior written notice to Customer.

E. Survival. Sections 3 (Warranty), 5 (Risk of Loss), 7 (Limitation of Liability), 8 (Indemnity), and 12 (Confidentiality) shall survive any termination or expiration of the Agreement.

F. Assignment. Customer may not assign the Agreement or any right thereunder without the prior written consent of Everon, which consent shall not be unreasonably conditioned, withheld, or delayed. Everon may subcontract any portion of the work described in the Agreement.

G. Severability. In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not affect any other provision of this Agreement.

H. Cross-Default. A default by Customer under the Agreement shall be a default of all Agreements between Everon and Customer.

I. Remedies. All remedies under the Agreement are cumulative and in addition to any other rights at law or equity that a party may have.

J. Amendment. The Agreement may be amended or modified only by a writing signed by both parties. Any purported oral amendment or modification is void

K. Notice. Any and all notices required or permitted to be given under the Agreement shall be in writing and delivered via certified or registered mail, or by overnight courier. Notices to Everon shall be deemed duly given on the date received by Everon at the following address: Everon LLC, Attn: General Counsel, 1501 Yamato Road, Boca Raton, FL 33431. Notices to Customer shall be deemed duly given on the date received by Customer at the address for Customer stated in the Agreement, or if no such address is provided, at any Premises.

L. Waiver. The waiver by either party of any right under the Agreement or any breach of the Agreement shall not operate as, or be construed as, a waiver of any subsequent right under or breach of the Agreement.

M. Governing Law; Dispute Resolution. This Agreement and any dispute or claim arising under it shall be governed by the laws of the state of Florida, without giving effect to its conflicts of law rules. Any and all matters of dispute between the parties to this Agreement, whether regarding performance of the Agreement, interpretation of any term or provision of this Agreement, or other dispute, shall be decided by arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in Boca Raton, Florida, with the arbitrator's costs borne equally by the Parties. The enforceability of this arbitration provision shall be determined by arbitration. The arbitrator(s)' decision shall be final and binding on the Parties.

N. Customer Acknowledgement and Duty to Raise Concerns. Customer represents that, prior to entering into this Agreement and prior to placing any order for Products or Services hereunder, it has had the opportunity to consult with its own legal and other advisors regarding the intended use of the Products and Services. Any concerns regarding legal or regulatory restrictions on Customer's use of the Products and Services - including but not limited to restrictions arising out of Customer's relationships with particular investors, lenders, governmental entities, or participation in tax credits or other governmental or private incentive programs - shall be raised by Customer with Everon in writing prior to entering into the applicable order. Everon has no obligation to identify, interpret, or advise on any such restrictions.

O. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior agreements or understandings, whether written or oral. The parties agree that there are no oral or written agreements, representations, or understandings by or between the parties regarding the subject matter of the Agreement that are not contained in the Agreement.

P. Electronic Signature; Counterparts. The Agreement may be signed and/or delivered by electronic means (such as e-mail), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

Product-Specific Terms and Conditions: Monitoring Services

3. Monitoring Services. The terms of this section and its subsections apply only to Recurring Service(s) for which Everon actively or passively monitors ("Monitoring Services") Customer's alarm and/or surveillance systems ("System"). These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

3.1. Central Station Monitoring. For Monitoring Services, Everon will program the System to communicate with Everon's or its applicable third-party's monitoring facility ("Central Station"). When the Central Station receives an alarm signal from a Premises ("Alarm Signal"), Everon will make reasonable efforts as described herein to contact up to three (3) persons designated by Customer and, if appropriate under the circumstances and regulations, the applicable local AHJ. Such efforts shall be subject to and consistent with local laws, any applicable requirements to verify certain Alarm Signals not to be false alarms, and Everon's response policies. Laws and regulations designed to reduce false alarms may require attempts to verify an Alarm Signal is not a false alarm prior to the AHJ dispatching a response, or in the absence of such confirmation, delay an AHJ dispatch. Everon shall have the discretion to contact the applicable Premises to verify that the Alarm Signal is not a false alarm. Everon does not control the AHJ and does not guarantee that the AHJ will be dispatched in event of an Alarm Signal. EVERON IS NOT RESPONSIBLE FOR, AND SHALL HAVE NO LIABILITY FOR, THE MANNER IN WHICH AN AHJ RESPONDS OR FAILS TO RESPOND TO AN ALARM SIGNAL. Everon may alter or discontinue any of its response policies without notice and in Everon's sole and absolute discretion. If the AHJ now or in the future requires physical, visual, or other verification of Alarm Signals before dispatching a response, Customer agrees to subscribe to such

service from Everon at Customer's expense. Excessive monitoring activity beyond Everon's reasonable control or requests for Everon to remotely arm the System shall be subject to additional charges. Any custom or special instructions from Customer regarding Everon's handling of Alarm Signals are of no effect unless agreed to in writing by Everon, which Everon may reject in its sole and absolute discretion. Customer acknowledges and understands that custom or special instructions for handling Alarm Signals may result in increased risk to Customer and the Premises, which shall be borne solely by Customer and Everon shall have no liability for acting pursuant to such instructions.

3.2. Signal Transmission.

3.2.1. *Transmission By Telephone.* If the System is connected to the Central station by a traditional telephone connection, then Customer will provide a traditional telephone connection to the Public Switched Telephone Network. This connection will have priority over any other telephone or equipment and shall be within ten (10) feet of the System control panel. Customer acknowledges and agrees that its use of DSL, ADSL, digital phone, cellular radio, private radio, voice over internet protocol ("VOIP"), or other internet-based phone services ("Non-Traditional Phone Services") may cause interruptions to signal transmissions to the Central Station, and that Everon does not recommend Non-Traditional Phone Services unless supplemented by a backup device. Customer will notify Everon of any change from a traditional telephone connection to a Non-Traditional Phone Service, and Customer will test the System signal transmission to the Central Station immediately upon such change. Customer authorizes Everon to request on Customer's behalf any services or equipment from a telephone company or other telecommunication provider providing signal transmission or reception services necessary for Everon to perform the Monitoring Services.

3.2.2. *Transmission by Digital Communicator.* If the System is connected to the Central Station by a digital communicator, Customer will provide a connection via a registered telephone jack to a telephone channel required for the System. Such connection shall have priority over any other telephone or Customer equipment and shall be within ten (10) feet of the System control panel. At Customer's request and expense, Everon will provide such connection.

3.2.3. *Transmission by Internet Protocol-Based Services.* If the System is connected to the Central Station by an internet protocol-based service, then Customer (a) will maintain a 120V AC power supply for each device; (b) may be required to maintain a static IP address, and any changes to Customer's IP address may cause interruptions in signal transmission; (c) may be required to open port(s) on Customer's firewall; and (d) has sole responsibility for configuring any necessary the modems, routers, firewalls, switches, or hubs necessary to transmit the signals.

3.2.4. *Customer Acknowledgment.* Customer acknowledges and agrees that the Central Station cannot receive signals from the System if Customer's transmission mode becomes non-operational for any reason, including being cut, interfered with, or otherwise damaged, and that Everon shall not be responsible for any interruption or failure of Customer's mode of signal transmission outside of Everon's control. Changes in government laws or regulations may require modification or discontinuation of Customer's signal transmission mode.

3.3. *Video Services.* Customer represents and warrants that: (a) the System is installed at Customer's request for the safety and security of Customer's Premises, employees, and invitees, and for no other purpose; (b) the cameras and other recording or monitoring devices will be installed only in public areas within the Premises, and will not be installed in or record any area where persons have a reasonable expectation of privacy, including but not limited to bathrooms; (c) Customer will provide 120 AC power supply and adequate illumination under all operational conditions necessary for the proper operation of the System; and (d) Customer will maintain an internet protocol-based service with no less than the Everon-recommended bandwidth and speed necessary for the effective performance of the System. Customer is solely responsible for: (i) the placement, direction, and presence of the cameras; (ii) the transmission of the images captured by the System; and (iii) the use of System or the images captured by the System by any person other than Everon, or Everon's employees or agents.

3.3.1. *For e-Secure Video Service.* The camera(s) may provide live streaming video which may be viewed from your account on a computer with adequate internet connectivity, or send video related to specific Alarm Signals which may be forwarded to your e-mail account or mobile device. Customer is responsible for providing the equipment and internet connection necessary to access the e-Secure Video service Everon will not receive or store these video recordings. Customer agrees and understands that e-Secure notifications are an addition to, and not a replacement of, professional monitoring services. Everon is not responsible for any Losses resulting from Customer's response or lack thereof to any e-Secure notification.

3.3.2. *For Video Verification Service.* The System may be configured to send images to an alarm operator for verification of video images directly associated with heat, burglary, panic, or critical condition alarm signals. Customer agrees and understands that Everon will access and view Customer's images and other data captured by the System. Customer understands and acknowledges the inherent limitations associated with visual verification, including but not limited to (a) inadequate illumination in the viewing area, (b) physical obstructions blocking a camera's view, and (c) inadequate receipt, clarity, placement, or quality of the images. Everon does not guarantee that viewing the images transmitted by the System will result in effective visual verification of Alarm Signals

3.3.3. *For Remote Tours.* An alarm operator will review video images generated by the System, at regular intervals and upon conditions as set forth in the Agreement or otherwise agreed by the Parties in writing.

3.3.4. *For Outdoor Monitoring.* The following limitations apply to the extent any System monitors outdoors or building exterior ("Outdoors") locations, and apply regardless of whether the camera (a) is installed Outdoors or (b) is installed on the interior of a building but positioned to monitor an Outdoors location(s). Customer understands and acknowledges that monitoring of Outdoors locations may be interrupted at any time and for any duration by variables outside Everon's control, including but not limited to weather events, actions or inactions of third parties, signal interruption, video obscuration, or other factors limiting or preventing a camera from monitoring all or part of an Outdoors location or from transmitting a signal from an Outdoors location. Everon express disclaims any liability from, Customer acknowledges and agrees that Customer shall have sole responsibility for ensuring that any pole, wall, or any other fixture to which Everon attaches Outdoors equipment is suitable for such purpose and remains suitable for such purpose, including through weather or other condition, and Customer waives any claims arising from, any failure of the System to monitor Outdoors locations.

3.4 *Remote Video Monitoring/Active Video Monitoring.*

3.4.1 *Design Assumptions; No Guarantee of Actual Video Alarm Activity.* Customer acknowledges that Everon's video monitoring services and the fees charged for such services are based upon design-phase assumptions and estimates regarding the expected level of video alarm activity at the applicable site(s) (the "Estimated Video Activity"). Such assumptions and estimates are derived from information provided or confirmed by Customer and other available data and are intended solely to establish a cost basis and pricing model. They do not constitute a prediction, guarantee, or warranty that actual video alarm activity will conform to the Estimated Video Activity, and the Parties acknowledge that assumptions may change, information may be incomplete or incorrect, and the ultimate scope of work may differ from that contemplated during the design process.

3.4.2 *Video Alarm Limit; Definition of Video Alarms.* For purposes of this Agreement, the Parties agree on an initial monthly video alarm activity limit for each covered site for the calendar month. (The "Video Alarm Limit") is the sum of the predetermined camera lens alarm limits for all monitored camera lenses at the covered site. A "Video Alarm Event" means a video alarm, signal, event, or notification that (i) passes through any applicable automated or AI-driven filtering or noise-reduction tools, and (ii) is presented to an Everon operator or agent for handling, review, or response (collectively, "Operator-Handled Video Alarms"). For clarity, only Operator-Handled Video Alarms count toward the Video Alarm Limit.

3.4.3 *Customer Responsibilities; Impacting Factors.*
a) Customer acknowledges that actual video alarm activity and the level of effort required by Everon may be materially impacted by: (i) Customer's arming and disarming practices and adherence to agreed scheduling of monitoring hours; (ii) the presence, absence, or scheduling of physical security measures (including, without limitation, on-site guards or patrol services); and (iii) the activities of third-party vendors or visitors (including, without limitation, cleaners, maintenance personnel, and trash removal services).

b) Customer shall: (i) use commercially reasonable efforts to follow mutually agreed protocols for arming/disarming and site access; (ii) promptly notify Everon of any material changes in site operations, guard services, vendor schedules, or similar factors that may reasonably be expected to increase alarm activity; and (iii) cooperate with Everon, including during onboarding, burn-in, and ongoing operations, in implementing reasonable recommendations intended to manage or reduce non-actionable and nuisance alarms.

3.4.4 *Use of Tools and AI; No Elimination of Noise Guaranteed.*
a) Everon will use commercially reasonable efforts, acting in good faith, to target a fair and reasonable Video Alarm Limit and to manage alarm noise at Customer's site, including through the adjustment of camera counts and placements, analytic settings, and Customer protocols, and through the use of available tools and technologies (including, where feasible, AI-based or automated filtering).
b) Customer acknowledges and agrees that the tools and technologies provided are intended to reduce the number of alarms. However: (a) these tools and technologies cannot eliminate all false, nuisance, or non-actionable alarms and Everon does not guarantee any specific level of reduction in alarm volume, and (b) there is a risk that the system may mistakenly suppress activity that it identifies as noise, nuisance, false, or non-actionable, even though such activity should have been treated as an alarm. As a result, Customer accepts that some valid alarms may not be detected, and Everon is not responsible for any such occurrences.

3.4.5. *Excess Activity; Change Orders and Fee Adjustments.*
a) If, in Everon's reasonable judgment, the actual number of Operator-Handled Video Alarms for a site consistently or materially exceeds the Video Alarm Limit (including, without limitation, where the Video Alarm Limit is exceeded in any two (2) consecutive months or three (3) months in any rolling six (6)-month period), then Everon may initiate a review of such site and propose a written change order (a "Change Order") adjusting: (i) the Video Alarm Limit; and/or (i) the fees for the applicable monitoring services, to reflect the increased level of effort and cost.
b) Everon shall provide Customer with basic supporting information evidencing the actual video alarm volumes relative to the Video Alarm Limit as justification for the proposed Change Order.
c) The Parties shall cooperate in good faith to evaluate potential mitigations, which may include, without limitation, adjusting camera counts, camera positions, analytic rules, and Customer's site protocols or access practices, and implementing such changes as mutually agreed, with Customer's written sign-off where required.

3.4.6. *Failure to Agree on Change Order; Remedies.* If the Parties are unable, within a reasonable period of time (not to exceed thirty (30) days from Everon's delivery of a proposed Change Order), to agree on adjustments to the Video Alarm Limit and/or fees:
a) Everon shall be entitled, upon written notice to Customer, to: (i) invoice Customer for excess usage above the Video Alarm Limit at the then-current overage rate(s) specified in the Agreement or, if none are specified, at Everon's standard then-current rates for such services; and/or (ii) adjust the scope of video monitoring services to a level reasonably commensurate with the fees then being paid by Customer; and/or (iii) terminate video monitoring services for the affected site(s) upon not less than thirty (30) days' prior written notice, without liability other than for fees and charges accrued through the effective date of termination; and
b) Customer shall remain responsible for all fees and charges incurred prior to the effective date of any such adjustment or termination.

3.4.7. *No Limitation on Other Rights.* The foregoing is in addition to, and not in limitation of, any other rights, remedies, or adjustment mechanisms available to Everon under this Agreement, including any general change order, overage, or pricing adjustment provisions.

3.5. *Radio/Cellular Service.*

3.5.1. *For Cellular Backup Service.* If the Agreement includes cellular backup service, Everon will install and connect a radio or cellular transmission device to the System as a backup communication link to the Central Station if Customer's primary communication link to the Central Station is disrupted.

3.5.2. *For Primary Cellular Service.* If the Agreement includes primary cellular service, Everon will install and connect a radio or cellular transmission device to the System as the System's sole communication link to the Central Station.

3.5.3. *Customer Acknowledgement.* Customer acknowledges and agrees that: (a) there may be times when cellular backup and primary cellular services will be unable to acquire, transmit, or maintain an alarm signal; and (b) radio or cellular frequency transmissions may be impaired or interrupted by a variety of conditions beyond Everon's control, including but not limited to weather events and power failures. Customer acknowledges that Everon recommends a backup means of communication to the Central Station.

3.5.4. *FCC Requirements.* Changes in rules, regulations, or policies of the FCC and other AHJs may require discontinuation or modification of some or all Monitoring Services. If Customer's cellular or radio transmitter malfunctions, it could interfere with the proper operation of the entire network communicating with the Central Station and other communications transmissions. FCC regulations require that Everon or its contractors or designees have immediate access to Customer's transmitter in the event of such a malfunction. Customer agrees to permit immediate access to the malfunctioning equipment in such an event. If Customer fails or refuses to provide such access, then Everon shall be entitled to emergency injunctive relief permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances, and Customer agrees to pay Everon's expenses, including reasonable attorneys' fees, incurred in connection with such proceedings.

3.6. Wireless Devices. Customer acknowledges that wireless devices, including but not limited to wireless local area network (WLAN) or WiFi networks and paths, and wireless motion detectors, smoke detectors, door and window contacts, and other wireless devices ("Wireless Devices") are not physically connected to the System and require a radio frequency network or path to operate. Wireless Devices will not operate, and the System will not sound an alarm, if the radio frequency network or path becomes impaired or interrupted for any reason. Customer is solely responsible for maintaining, inspecting, and regularly testing all networks and paths necessary for the proper operation of the Wireless Devices.

3.7. Direct Connect Services. If Customer requests direct connect services, Everon will install a direct connection between the System and the applicable police or fire department(s) identified by Customer. Alarm signals transmitted through direct connect services will be monitored by the applicable police or fire department(s), which are not Everon's agents or under Everon's control. Everon will not monitor Systems connected through direct connect services. Customer agrees that Everon shall have no responsibility for, or liability resulting from, the AHJ's monitoring of such Systems.

3.8. Vault Protection. If any vault is covered by Monitoring Services, then Customer represents and warrants that each such vault has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. Customer 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 Everon, and to notify Everon promptly if such equipment fails to respond to the test.

3.9. System Maintenance. Monitoring Services do not include testing, operation, or maintenance of the System; Except to the extent included in an Extended Service Plan or other scope of services that Customer purchases from Everon, Customer is solely responsible for testing the System and maintaining, operating, and testing all components of the System in accordance with the manufacturer's recommendations. Except as expressly provided in this Agreement, Everon has no responsibility for the performance of the System.

3.10. Platform. Everon may provide Customer with access to Everon's online portal for Monitoring Services account management ("Platform"). Everon may modify, temporarily suspend access to, or permanently discontinue the Platform or any of its functionality at any time, in Everon's sole discretion. If Customer is provided access to the Platform, Customer agrees to use the Platform to make Monitoring Services account management changes, including but not limited to editing contact lists, access codes, site schedules, testing systems, confirming system activation, and other administrative functions. Customer may be subject to

additional per-activity charges if Customer requests Everon personnel perform Monitoring Services account management activities that are available to be made by Customer in the Platform.

3.11. Underlying Casualty Indemnity. In addition to and without limiting the indemnification obligations set forth in the GTCs, Customer shall indemnify and hold Everon and its affiliates, parents, subsidiaries, directors, employees, agents, and officers harmless from any and all Losses incurred from third-party claims arising from or related to any casualty (including but not limited to damage to property, injury to persons, or death, caused by fire, burglary, unauthorized intrusion, assault, or other similar event) occurring at Customer's Premises, which are based in whole or in part upon the Monitoring Services failing to detect, prevent, warn of, terminate, or mitigate damages resulting from the casualty, including Losses based upon claims of Everon's negligence.

3.12. Limitation and Warranty Exclusion. IN LIMITATION OF SECTION 3 OF THE GTCS, EVERON MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY MONITORING SERVICES.

Product-Specific Terms and Conditions: Third-Party Services

7. Third-Party Services. The terms of this section and its subsections apply only to Third-Party Services provided by Vendors identified in this section. These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

7.1. Applicable Vendors. The following Vendors provide Third-Party Services subject to this section: Brivo, Inc. ("Brivo"); Avigilon Corporation ("Avigilon"); LiveView Technologies, Inc. ("LVT"); Rekor Recognition Systems, Inc. ("Rekor"); Alarm.com ("Alarm.com"); and NCR Corporation ("NCR").

7.2. Vendor EULA. Vendor's EULA may include limitations as to warranty, use, Vendor's liability for data breach or other events, data security standards, performance metrics, continuity of Third-Party Services, and other terms or and conditions. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.

7.2.1. Brivo's EULA is available at https://www.brivo.com/terms-of-use-brivo-services.

7.2.2. Avigilon's EULAs are available at www.avigilon.com.

7.2.3. LVT's EULA is available at www.lvt.com/legal.

7.2.4. Rekor's EULA is available at Rekor's affiliate, OpenALPR Software Solutions, Inc.'s website, at www.openalpr.com/license.

7.2.5. Alarm.com's EULAs are available at https://www.alarm.com/legal.

7.2.6. NCR's EULAs are available at https://www.ncr.com/terms-and-conditions.

7.2.7. Honeywell International Inc.'s EULAs are available at https://buildings.honeywell.com/us/en/legal/eula.

7.3. Warranty Exclusion and Disclaimer. Third-Party Services are sold only with the warranties provided in the applicable EULA. Everon represents and warrants that it has authority to sell Customer the Third-Party Services, subject to the conditions of the EULA. EVERON MAKES NO OTHER REPRESENTATION OR WARRANTY, AND DISCLAIMS ANY OTHER REPRESENTATION AND WARRANTY, REGARDING THE THIRD-PARTY SERVICES.

7.4. Intellectual Property Rights. Except as provided by a EULA, Vendors reserve all rights, title, and interest in and to the Third-Party Services and all portions thereof, including all related intellectual property rights. No rights are provided to Customer except those explicitly set forth in the EULA. Customer agrees that it shall not: (a) modify, copy, or create derivative works based upon the Third-Party Services or any portion thereof; (b) frame or mirror any content forming part of the Third-Party Services; (c) reverse engineer the Third-Party Services or any portion thereof, or (d) access the Third-Party Services in order to build a competitive product or service, or copy any ideas, features functions, or graphics of the Third-Party Services.

Signatures

IN WITNESS HEREOF, Customer and Everon have caused this Agreement to be executed by their duly authorized representatives below.

Customer Authorized Representative	Printed Name	Title	Date
	Colby W. Karkan	Navarro County Judge	10/13/26
Everon Representative	Printed Name	Title	Date
Everon Authorized Manager	Printed Name	Title	Date

Addendum: Acknowledgement of Declining Services

This Addendum is part of the Agreement to which it is attached, and all capitalized terms have the meaning set forth in the Agreement.

PRODUCT OR SERVICE	ACKNOWLEDGEMENT

Preventative Maintenance. By initialing adjacent, Customer acknowledges that it was offered and has declined Everon's preventative maintenance service. Customer acknowledges that it is responsible for the routine inspection of its security system and to notify Everon of any defects or adjustments required. All maintenance services shall be at Customer's cost unless covered by warranty or, if purchased by Customer, an Extended Service Plan.

_____ Initials

Extended Service Plan - Labor. By initialing adjacent, Customer acknowledges that it was offered and has declined Everon's Extended Service Plan – Labor. All technician time necessary for repairs and/or maintenance shall be at Customer's expense, excluding any repairs covered by product warranty.

_____ Initials

Extended Service Plan - Parts. By initialing adjacent, Customer acknowledges that it was offered and has declined Everon's Extended Service Plan – Parts. All parts and materials necessary for repairs and/or maintenance shall be at Customer's expense, excluding any repairs covered by product warranty.

_____ Initials