



HIGH COUNTRY SECURITY
 13361 East Highway 20
 P.O. Box 1705
 Clearlake Oaks, CA 95423
 Tel: (707) 998-0324 • Toll Free: (877) 998-0324
www.highcountrysecurity.net

C10 / 961001
 ACO 7143

**RESIDENTIAL AND COMMERCIAL PURCHASE INSTALLATION AND SERVICES AGREEMENT
 RETAIL INSTALLMENT CONTRACT**

TYPE OF SYSTEMS—Check all that apply:

- NEW SYSTEM INSTALLATION REPROGRAMMING EXISTING SYSTEM RECONNECT TRANSFER
- UPGRADE RENEWAL HARD WIRE WIRELESS
- INTRUSION DETECTION PANIC OR DURESS HOLDUP SMOKE / HEAT DETECTORS SURVEILLANCE
- LEAK DETECTION CARBON MONOXIDE AUTOMATION OTHER: _____

MONITORING AND SERVICES—Check all that apply:

- SYSTEM MONITORING VIDEO VERIFIED MONITORING MOBILE APPLICATIONS
- RESIDENTIAL NEW SYSTEM SERVICE OPTION OTHER: _____

TYPE OF SIGNAL TRANSMISSION SERVICE—Check all that apply:

- LANDLINE TELEPHONE CELLULAR RADIO INTERNET

This Residential and Commercial Purchase Installation and Services Agreement is entered into on November 18th, 2021, by and between Conrad Colbrandt ("you," "your") and High Country Security. ("we", "us," "our").

YOUR INFORMATION

Name on Account: Redbud Health Care District

Contact Person: Conrad Colbrandt

Premises Address: 15120 Lakeshore Dr. Clearlake, Ca 95422

Billing Address (if different from above): P.O. Box 4667 Clearlake Ca 95422

Phone: 707-995-1716 Cell Phone: 707-245-9181 Email: Redbudhealth@att.net

Owner (if different from above): _____

1. Installation.

1.1 New or Upgraded System. We will install or cause to be installed all the equipment, components, wiring, and other materials contained in our Proposal ("System") at your premises identified above ("Premises"). If selected, we will also connect your System to our monitoring center or an independent monitoring center that we select ("Monitoring Center").

1.2 Reprogramming of Existing System. We will reprogram or provide service and repair to the System previously installed and described in the Proposal at your Premises described above. If necessary, we will install or cause to be installed a communicator or a control panel, which contains a communicator; or install or cause to be installed other equipment or components contained in the Proposal. If selected, we will also connect your existing System to our Monitoring Center. **All existing equipment, components, or wiring that we connect to is not covered by our Limited Warranty, and unless specifically requested and paid for by you, the existing equipment, components, or wiring will not be inspected or tested by us.** We are not responsible for components or equipment not installed by us even if we connect to it.

1.3 Start Date. This Agreement must be accepted within 20 days from the date on its face, or we may withdraw it. **The approximate start date is 11-18, 2021, and the approximate completion date is 11-18, 2021.** The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. We are not liable to you for any costs, charges, or losses incurred or suffered by you arising out of or relating to delay or disruption of our work arising out of or relating to your delay or the delay of your employees, representatives, consultants, contractors, or subcontractors. Receiving equipment at our offices so that System installation may begin or starting the installation of wiring at the Premises constitutes substantial commencement of the work to be performed under this Agreement. For our residential customers only: Our failure without lawful excuse to substantially commence work within 20 days from the approximate date specified in this Agreement is a violation of the Alarm Company Act. Upon completion of a security system installation, we will thoroughly instruct you on the proper use of the System. For our commercial customers only: Upon completion of a fire System installation, we will provide you with all documents as required by the authority having jurisdiction and applicable law, unless otherwise indicated.

2. Scope of Work; Proposal. Our scope of work is contained in our Proposal dated N/A, attached here as Attachment A and is part of this Agreement ("Proposal"), and does not include electrical work or asbestos abatement. We may remove the yard signs and window stickers provided at any time. **You chose the System or service. Additional, different, or higher levels of protection and service were discussed with you and are available from us at an additional cost.** Unless the Proposal requires code compliance, if your System includes smoke or heat detectors, you acknowledge that the number and placement of those devices may not comply with applicable code or legal requirements or standards, and are not intended to be a part of a formal fire alarm system, which is available at additional cost, and that the devices are only part of a secondary or supplemental system. You have sole responsibility for complying with all codes, laws, and standards that may apply to these devices and to carbon monoxide detectors. **For our residential customers: Any detection devices that we install do not replace the need for 110v smoke alarms, if any, and you should contact a qualified electrician for assistance with those devices.**

You thoroughly discussed the monitoring services available from us. You do not want the System or its signals to be monitored. If there is an alarm, you acknowledge that no signal will be sent to our Monitoring Center, and that your law-enforcement or fire department will not be called.

3. Fire Alarm Statement (for our residential customers only). All costs attributable to making the fire alarm system operable for the residence identified by this document, including sale and installation costs, do not exceed five hundred dollars (\$500).

4. Payments; Installation; Monitoring; Term; Services.

4.1 Installation. For all installation, labor, equipment, or materials provided or installed under this Agreement as contained in the Proposal, you will pay us, without deduction or setoff, a total sum of \$ 0.00, payable as indicated below no later than ten days from the date of each invoice. For our residential customers only: The down payment may not exceed \$1,000 or 10 percent of the contract price for installation and programming, whichever is less.

A. Deposit Due at Signing of the Agreement: \$ 0.00

B. Due upon completion of prewire: \$ 0.00

C. Balance Due Upon System Completion (System operational): \$ 1,031.60

4.2 Monitoring; Services. For System monitoring and other services, you selected above, you will pay us the total sum of \$ 42.00 per month billed quarterly semiannually annually, without deduction or setoff, in advance beginning on the first day of the month following the month in which services begin for a total amount for the original term of \$ 126.00. You must pay the prorated fees for the month in which monitoring or other services begin. Your payment does not include any applicable tax. If any taxes are due, you must pay the tax in addition to your monthly payments. We may increase monitoring or other service fees as contained in Section 26.

4.3 Term. The original term of this Agreement is three years, and the Agreement automatically renews for successive one-year periods unless either party notifies the other in writing of its intent to terminate no less than 30 days and no more than 90 days before the original or renewal term ends. Monitoring begins when System signals sent to the Monitoring Center have been received and confirmed. Moving from your Premises does not relieve you of your obligations under this Agreement. If your law-enforcement or fire department requires or later requires visual or other verification procedures of an emergency before responding to a System signal, you must comply with the requirement and subscribe for that service if provided by us. We may charge an additional fee for that service. When this Agreement ends, you must immediately allow us to remove or deactivate, whether remotely or otherwise, the communicator. **Until the communicator is deprogrammed, you are responsible for all monitoring and service fees.** If the Agreement is properly terminated and all amounts due and owing are paid in full, we may provide you with the programming passcode or set the passcode to the manufacturer default.

4.4 Your Initials—Decline Back-up. If you are using a traditional phone line or an internet-based transmission to our Monitoring Center, you thoroughly discussed with us the availability of cellular or radio back-up transmission of alarm signals from the System to the Monitoring Center, and that these services are available at an additional cost. You do not want back-up transmission of alarm signals and acknowledge that, if your transmission service is interrupted or disconnected, no signal will be sent to the Monitoring Center, and emergency personnel will not be notified.

4.5 Payment. You are responsible for keeping all payment information current. By selecting ACH or credit card payments below, you authorize and consent to periodic charges to your bank account or credit card, without recourse, for the amounts indicated above for installation, programming, monitoring, or other services to be rendered in the future until this Agreement ends. We are not required to provide you with any demand, invoice, or notice for payment and do so only for your convenience. If your payment is rejected for any reason, you will pay us the amount due plus a \$15 returned payment fee (residential customers) and \$35 (commercial customers) returned payment fee within five days of our notice to you. If we make an error, our only responsibility is to correct the error when we receive notice from you. You must not hold back or delay payment because of inclement or lack of suitable weather, while waiting for official building inspections, or for any other reason. We will not start to monitor the System or provide other services until the installation price or other payment due is paid in full. You authorize us to investigate your credit record, and, if we decide not to provide services based, in whole or in part, on the information received, we will let you know and give you the contact information for the consumer reporting agency used. Time is of the essence with respect to all payments under this Agreement. **For our residential customers only: No finance charge or cost of credit is associated with this Agreement.**

ACH Selected Credit Card Selected

4.6 Termination of Fire Monitoring. If you or any third-party repairs, services, programs, or modifies or attempts to repair, service, program, or modify any portion of the fire System, we may terminate the remaining monitoring term (without liability) with ten-days' written notice to you, and may notify the authority having jurisdiction that fire monitoring will be or has been terminated.

4.7 Vendor Compliance Fees. If we are required to enter into a vendor compliance program, you will be responsible for all fees or chargebacks associated with the program, and must immediately indemnify us against all such fees or chargebacks imposed on us.

4.8 Contract Price Adjustment. You acknowledge that sudden price increases and delay in our receipt of equipment or materials may occur and are beyond our control. If our cost for product, equipment, material, labor, or supply prices contained in this Agreement or in our Proposal increase by more than five percent (including overhead and profit) during the period 30 days after this Agreement is signed by both parties and the time the product, equipment, or materials are purchased or are available, we may increase such prices without notice to our then current cost in effect at time of delivery or installation. You will pay us, on request, all sums by which our cost for any products, equipment, materials, or labor has increased beyond five percent. You acknowledge that we will not typically order product, equipment, or materials more than 14 calendar days in advance of installation. We are not responsible for increased prices of product, equipment, materials, or labor when caused by delays, shortages, or unavailability of materials outside of our control or because of project delays not caused by us.

5. DISCLAIMER OF WARRANTIES; LIABILITY; CONSEQUENTIAL DAMAGES. Our obligation to provide the System or any other services arises solely out of this Agreement, and not through any other means. We do not represent or warrant that the System, services, or communication pathway may not be compromised or by-passed; will detect or prevent all criminal, unauthorized, or malicious activity, personal emergencies, fires, smoke or water damage, or otherwise; will be secure from cyber threats or attacks or always be online; or that it will in all cases perform as intended, or provide the detection, protection, or convenience for which it was installed or intended. You acknowledge that we are not an insurance company. We also do not represent or warrant that you or anyone on your Premises will not be exposed to or contract a virus, bacteria, or other infectious disease or condition arising from the performance of our services on your Premises. We or our agents or employees made no representations or warranties, express or implied, as to any matter, including our services, the condition of the equipment, its merchantability, its fitness for any particular purpose, usage of trade or course of dealing, or noninfringement or title. **All implied warranties of merchantability or fitness for a particular purpose are expressly excluded from this Agreement.** You acknowledge that we entered into this Agreement in reliance upon the disclaimer of warranties here, and the risk transfer provisions and indemnities contained in this Agreement; that these provisions reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss); and that these provisions form an essential basis of the bargain between us. You did not rely on any advertisement, representation, or warranty, express or implied. Any information provided or promise made does not create an express warranty, and will be considered expressions of personal opinion only. If we were to have any liability greater than that agreed to by you in Sections 6, 29, and 30 of this Agreement, we could not and would not provide the System or service, and we could not provide the System or service at the rates contained here. The Limited Warranty provided in this Agreement gives you specific legal rights. We are not liable for special, indirect, or incidental damages or expenses, or for consequential damages, including lost profits, loss of use, loss of goodwill, loss of reputation, loss of anticipated savings, loss or damage to data, and so on, even if we were advised of the possibility of such damages, and regardless of whether the loss or damage would arise in the ordinary course of events, is reasonably foreseeable, or was in the contemplation of the parties. Some states do not allow the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you.

6. LIMITATION OF LIABILITY.

6.1 No Guarantee. We and our divisions or affiliates are not insurers of your real or personal property, data, or the personal safety or property of anyone on your Premises. This Agreement is not an insurance policy or a substitute for an insurance policy, and the amounts you pay to us are not insurance premiums. You must obtain all property, life, health, disability, business interruption, or other necessary insurance. The payments required are based solely upon the value of the System or services, and not on the value of your real or personal property or data, or the property of others located in or on your Premises. We make no guarantee or warranty, including an implied warranty of merchantability or fitness, that the System or services will prevent or avoid occurrences or the consequences of occurrences, that the System or services is designed to detect or avert. We cannot know or guarantee in advance (a) the value of your real or personal property or data, or the property of others kept on your Premises, that may be lost, stolen, or damaged if the System or service does not operate properly; (b) the response time of the Monitoring Center, if any, emergency personnel, or guard service, if any; (c) whether a camera or access control system would detect or prevent unauthorized intrusions or activities; or (d) what portion, if any, of a loss, damage, personal injury, or death would be proximately caused by our failure to perform or our active or passive negligence, including the risk of exposure to, spread or transmission of, or contracting a virus, bacteria, or other infectious disease or condition, which causes you or anyone on your Premises illness, harm, injury, or death, whether as a result of a

pandemic, epidemic, outbreak, or other public health emergency.

6.2 Amount of Liability. If we or our agents or employees are found liable for loss, damage, illness, injury, or death of any kind from our failure to perform any of our obligations under this Agreement; failure of the System, equipment, or service in any manner; product liability; breach of warranty; tort; the contracting or transmission of, or exposure to a virus, bacteria, or other infectious disease; or our active or passive negligence, then our liability is limited to (1) \$1,500, or (2) a sum equal to 12 times the monthly monitoring fee in effect at the time of the incident or, if the System is not monitored, 10% of the installation cost, whichever is less, and you waive and release all claims exceeding the limits here. This is not a penalty. This is your only remedy regardless of the legal theory used to find us liable.

6.3 More Protection. You may obtain a higher limitation of liability by paying an additional periodic charge. If you elect this option, a rider will be attached to this Agreement stating the terms and amount of the limited liability and the additional periodic charge. Even if a rider is provided to you, we are not your insurer.

7. Extra or Change-Order Work. You will not require us to perform extra or change-order work without providing written authorization before the commencement of any work covered by the change order. Extra work or change orders become part of this Agreement once the order is prepared in writing and signed by both parties. Change orders must describe the scope of the extra work or change, the cost to be added or subtracted from the Agreement, and the effect the order will have on the progress payments. The failure to comply with these requirements does not preclude recovery of compensation for work we performed based upon legal or equitable remedies designed to prevent unjust enrichment.

8. Access and Preparation; Hazards. You will allow us to enter the Premises to install the System or provide service, and will provide uninterrupted access. You accepted our Proposal and in doing so, approved the locations where the System devices will be placed. We will try to conceal all wires, but the existing structure or other obstructions may require some of the wires to be visible. You authorize us to make any preparation such as drilling holes, driving nails, making attachments, or doing other things necessary for installation or service of the System. Before installation begins, you must inform us where not to drill or expose because of pipes, wires, equipment, or hazardous materials. Unless so informed, we will decide where to drill holes and install equipment. We will use reasonable care to avoid concealed items, but have no way to determine with certainty if any exist. All costs to repair or replace pipes, wires, equipment, walls, ceilings, floors, or furnishings are your sole responsibility. We are not liable for property damage, personal injury, illness, or other loss due to water intrusion, including mold or rot. If asbestos or other hazardous materials are found during installation, we will stop all work until you, at your sole expense, obtain clearance from a licensed asbestos or hazardous waste removal contractor that no danger exists. We are not liable for the discovery of or exposure to asbestos or other hazardous materials, and you must immediately defend and indemnify us against all claims by you or a third party arising out of or relating to such claims.

9. Response to Signals, Video, or Images. When a system signal is received, we may notify you or your designated representative(s) by text, call, automated call, or email in the manner directed in your Call List (Section 10). **Your signing this Agreement constitutes your express consent to use all numbers or emails provided to us with you and your designated representatives in connection with our services.** Text, email, or automated call notification methods may not apply to life safety signals. You and your designated representatives are responsible for any fees or other charges that your respective wireless carriers may charge for any related data, text, or other message services, and understand that message and data rates may apply. We or your wireless carriers are not liable for any delay or failure to deliver any message sent. If we receive an **intrusion signal**, we will, without warranty, make reasonable efforts to reach you or someone at the Premises who is on your Call List and can verify whether an alarm is false. If we are unable to reach you or someone at the Premises, we may notify the next person on your Call List. Unless directed otherwise in writing by you, if we are unable to reach the first two people on your Call List or if we in our sole discretion question a response we have received, we will, without warranty, notify emergency personnel. If we receive a **hold up, duress, or panic signal**, we will, without warranty, notify emergency personnel, and if requested in writing by you, notify you or your designated representative shown on your Call List. If we receive a **fire alarm signal**, we will, without warranty, notify the appropriate agency or people as required by the authority having jurisdiction and notify you or your designated representative shown on your Call List. For our commercial customers, **trouble or supervisory signals** from your fire System are sent to your designated representative in the manner directed. Unless otherwise agreed in writing and if **video or images received from your System are monitored** by us, and we reasonably believe that the images *do not* indicate an emergency condition, we may, without warranty, make reasonable efforts to notify you or someone at the Premises who is on your Call List and can verify whether an alarm is false. If we are unable to reach you or someone at the Premises, we may make a second notification attempt may be made to the next person on your Call List but we will *not* notify emergency personnel. If we reasonably believe that the video or images from your System do indicate an emergency condition, we will, without warranty, notify emergency personnel, and if requested in writing by you, notify you or the designated person on your Call List. We do not guarantee that we will be able to decipher, understand, interpret, respond to, and manage the video or images received correctly at all times and under all circumstances. Some systems send only ten-second video clip(s), and certain video clips and still-photo images generated, if any, are stored on servers, and may be viewed by you for a limited time only. If we receive a **carbon monoxide signal**, we will, without warranty, notify the appropriate agency or people as required by the authority having jurisdiction. **If you are told that a carbon monoxide signal has been received, you and others, including pets, should vacate the Premises immediately as carbon monoxide is odorless and colorless.** If we receive a **leak detection signal**, we will, without warranty, make reasonable efforts to notify you or someone at the Premises who is on your Call List and can verify whether a condition exists. If we are unable to reach you or someone at the Premises, a second attempt will be made to the next person on your Call List but **we will not notify emergency personnel.** The System siren will not sound when a leak detection signal is activated. The previous sentence does not apply to a sprinkler water flow signal, if any. **You acknowledge that emergency personnel may forcibly enter the Premises when they are told that we received a fire, panic, duress, or carbon monoxide signal from your Premises. You consent to this.** You acknowledge that damage to your property may occur and that you are responsible for all costs related to that damage. Certain law-enforcement or emergency agencies will not respond to an alarm signal unless you have a valid alarm user permit, which you must keep current and renewed as required. See Section 17.2 for more information regarding alarm permits. If required to do so by any governmental authority or insurance interest, we may discontinue any particular form of response.

10. Authorized Call List. You will immediately give us and update as needed a written list of names, relationship, titles, and telephone and mobile numbers, and emails of all persons to be notified if there is an alarm and the order in which these persons are to be notified ("Call List"), which is a part of this Agreement. You will also give us and update as needed a written list of the names, titles, and numbers of all persons authorized to enter or remain on the Premises ("Personnel List"). Your Call List and Personnel List, including any updates, are a part of this Agreement. If you are a commercial customer, you must give us a daily and holiday opening and closing schedules, and all other information that we may require. All changes to your Call List or Personnel List must be given to us only in writing, and become effective only upon our acknowledgment of receipt of the changes. If you selected access to a remote or cloud network or server for your System or mobile applications, you are solely responsible for creating and updating your profile on any remote or cloud service website.

11. False Alarms. If you cause an excessive number of false alarms through carelessness, or malicious or accidental use of the System, or if you in any manner misuse or abuse the System, your conduct is a material breach of contract. After giving you ten-days' written notice, we may at our option, terminate this Agreement (without liability) in addition to all other legal remedies. You are **solely responsible** for all false alarm fines, penalties, or fees, including charges from a private guard service, if any, whether assessed against you or us, and must immediately indemnify us against all such fines, penalties, or fees imposed on us.

12. Alarm Signal Transmission Methods. You must pay all monthly service charges connecting your Premises to our Monitoring Center. **Activation of the System will interrupt and disconnect a regular telephone call in progress. You will be unable to use that line for 911 or any other emergency purpose.** If your regular telephone service is out of order, disconnected, placed on vacation, or otherwise interrupted, signals from your System will not be received by our Monitoring Center during any interruption in telephone service. Interruptions will not be known to our Monitoring Center or us, and emergency personnel or others will not be notified. If you use regular telephone service, you must pay us for any costs incurred to reprogram the digital communicator to conform to telephone company-initiated changes in dialing procedures or area codes. Costs are based on our then current standard one-hour minimum service call fee. If cellular or radio service is used as a communication pathway, the System's communicator is connected to a cellular or radio network. The use of radio frequencies is controlled by the Federal Communications Commission ("FCC"), and changes in FCC rules, regulations, and policies may necessitate discontinuing use of the pathway. **Radio or cellular pathways are subject to topographical and environmental conditions, including power failures and electrical storms, which are totally beyond our control.** Service may also be limited based on available coverage, carrier, or third-party related issues. Changes in rules, regulations, or policies may require us to change the way signals are sent and we may do so at our option. If we decide to make a change or your communication pathway becomes obsolete, we may be required to use another pathway. You acknowledge and agree that cellular pathways currently

used (e.g., 4G, 5G, GSM cellular, or LTE) may not be available in the future, and if so, we may be required to replace or change your existing equipment to continue monitoring service. If that happens, you will pay our then current rates for parts and labor for the necessary changes to the transmission service or equipment. **Using DSL, BPL, cable, Voice over Internet Protocol ("VoIP"), or other internet-based service may interfere with the signals sent by the System to the Monitoring Center. Signal transmission using these services can sometimes be sporadic. These services will not work without electrical power, and may interfere with your ability to call 911 or interfere with the telephone line-seizure feature of the System. To make sure that the System is operational and properly transmitting signals, you must immediately test your System after installation of any of these services and must immediately notify us of the installation of any of these services. If internet transmission services are used, cellular or radio back-up is highly recommended. We are not responsible for your access to the internet or any interruption in service for any communication pathway used.**

13. Audible Alarm Shut Off. If your security System has an audible alarm, we will enable a device that automatically shuts off the audible alarm after it has sounded for not more than five minutes after the first activation. No automatic shut-off for fire devices or systems is allowed.

14. Cameras; Video Streaming. If you selected remote access or viewing on your internet-enabled devices without monitoring, video, images, or audio, if any, will not be monitored or viewed by us or the Monitoring Center, we will not know that an activating event has occurred, and we will not know that you have activated or used this remote service. **If you selected video monitoring,** video, images, or audio will be sent to the Monitoring Center through your System and, upon receipt, handled in accordance with Section 9 of this Agreement relating to video or images. Video monitoring does not include video guard tours or other similar services. **If you also selected remote access along with video monitoring,** you may also have remote access and the ability to view your cameras on your internet-enabled devices through a remote video viewing network or server provided by us or others. With remote access, your cameras will be connected to a remote video viewing network or server provided by us or others which you may access under a limited personal, non-transferrable, and non-exclusive license. We are not responsible for this network or server, including connectivity, performance, maintenance, or otherwise, and do not guarantee that the network or server will always work as intended. You are solely responsible for managing and controlling who has remote access to the System or System video, images, or audio, and you must defend and indemnify us against all claims by you or a third party arising out of or relating to the failure to restrict access to the System. We do not warrant or guarantee the continuous operation of the camera System. You must provide the proper environment for the cameras as requested, including adequate lighting of your Premises, network speed, bandwidth, access, and removal of obstructions. You are responsible for ensuring that the camera System has unobstructed and clear views. You acknowledge that the amount of light available will determine the amount of light required by your camera for it to produce usable video. Other than an authorized company representative, no one is allowed to move cameras once installed and we have no liability to you if the cameras are so moved. Outdoor cameras are subject to broad extremes in ambient conditions, including lighting, and can be affected by many factors such as headlights, vehicle speed, heat, cold, rain, fog, or humidity, which are completely beyond our control. You will be able to access video, images, or audio, if any, for up to 30 days after such data is recorded or transmitted.

15. Privacy. You will (a) not use or permit the use of video or audio installed where any person may have a reasonable expectation of privacy; and (b) not use the System for any criminal, illegal, or otherwise unlawful activity, including invasion of privacy. In addition, privacy laws may restrict camera placement that allows you to view premises not owned or controlled by you. You are solely responsible for compliance with all law, statutes, or regulations regarding your camera system. In addition, privacy laws may restrict camera placement that allows you to view premises not owned or controlled by you. The camera System may transmit, record, store, provide, or receive unencrypted data, video, images, or audio, or images of or from your Premises, its occupants, or visitors through the internet. **We are not responsible for the privacy, integrity, confidentiality, accuracy, or security of any transmissions of or from, or recordings made by, the camera system or any unauthorized use, disclosure, or interception of video, images, or audio.** We do not and cannot warrant the integrity, accuracy, privacy, confidentiality, or security of these video, image, or audio transmissions, and you assume all responsibility for those transmissions, including unauthorized or unintentional use, appropriation, disclosure, distortion, modification, interception, or other consequences, and all claims arising out of or relating to any transmissions, including invasion of privacy, mental distress, false arrest or imprisonment, or violation of law. You must immediately defend and indemnify us against all claims arising out of relating to your camera system, including its use, transmissions, and recordings.

16. Service and Repair; Limited Warranty; After-Warranty Service; Residential New System Service Option.

16.1 Call. Call us at the number above to request service or repair. Service and repairs are usually performed as soon as reasonably possible.

16.2 Limited Warranty; After Warranty Service. If the System does not operate properly, we will, upon your request, make all repairs and replace parts without cost to you for a period of one year from the date the System installation is complete. Our warranty service and repair includes all parts and labor for repairs necessitated by ordinary wear and tear, and **does not cover Excluded Items (below).** If anyone other than an authorized company representative attempts the repair, service, programming, or modification of any portion of the System, the Limited Warranty is terminated immediately (without liability), and is of no force. After-warranty service and repair is provided as you request on a time-and-materials basis at our then current rates for parts and labor, and a one-hour minimum service call fee.

16.3 Repair or Replace; Remote Access; Hours; Liability. We may, in our sole discretion, either repair or replace the part, and may substitute new or reconditioned materials of equal quality at the time of replacement, and we may keep any parts replaced. If the repair costs exceed the replacement cost, we may replace the defective equipment with new or reconditioned equipment substantially equivalent to or with comparable features as the existing equipment, if available. The replacement equipment may have a higher or lower selling price than the original equipment you have. **Payment must be made upon completion of the work.** We may program, alter, or repair the System remotely, and you will allow us access to do so and will pay us for this service. Service is provided between the hours of 7:30 a.m.–4:00 p.m., Monday through Friday, excluding holidays. Emergency service is available at all other times at our then current premium labor rate and a two-hour minimum emergency service call fee. We are not responsible for loss, damage, or injury while the System is under repair or is awaiting parts. Any repair, service, replacement, or additional services or equipment provided by us after the initial installation or programming of the System, whether covered by the Limited Warranty, other Proposal(s), or otherwise, is governed by this Agreement, in particular Sections 5, 6, 29, and 30, which limit our liability.

16.4 Residential New System Service Option. If we installed a new intrusion detection system or fire alarm devices for you, and you selected the Residential New System Service Option, after-warranty service or repair is provided as you request, and includes up to four service calls per year during normal business hours and all parts and labor for repairs necessitated by ordinary wear and tear. **The Service Option does not cover Excluded Items (below).** Additional service calls will be charged to you on a time-and-materials basis for parts and labor, and a one-hour minimum service call fee. You must pay for the Excluded Items at our then current rates for parts and labor, and a one-hour minimum service call fee. If anyone other than our authorized company representative attempts the repair, service, programming, or modification of any portion of the System, we may charge you on a time-and-materials basis for parts and labor, and a one-hour minimum service call fee for any service or repair needed.

16.5 Excluded Items. Excluded Items means items, conditions, or issues excluded from the Limited Warranty; parts, components, or equipment not installed by us even if we connect to it; batteries; access control cards; fobs; hard drives; storage media; electrical surge, lightning, or items for the protection of electrical devices against unsuitable current loads such as fuses; other disposable items; Wi-Fi connectivity issues; service outside of normal business hours; any malfunction or damage caused by accident, misuse, or failure to follow our instructions; circumstances described in Delay in Installation Section; birds, rodents, or other animals; changes in lighting conditions; repair, service, programming, or modification of any portion of the System, or relocation of parts, components, or equipment by anyone other than an authorized company representative; issues or damage caused by remodel or other construction; obsolete equipment; obsolete or unsupported communication pathways; equipment or components which have exceeded the manufacturer's useful life; vandalism; theft of parts, components, or equipment; any System upgrades or changes requested by you; or any damage caused by an event or circumstance in the Superior Force Section below. You must pay for the Excluded Items at our then current rates for parts and labor, and our then current one-hour minimum service call fee. **Payment must be made upon completion of the work.**

17. Your Duties as to Use of System; Battery and Device Replacement; Monitoring or System Permits.

17.1 Test; Batteries; Power. Immediately before securing your Premises, you or others using the System must carefully and properly set the security System. You must properly test the System at least monthly. If the System does not operate properly or if there is a power failure or other interruption at your Premises, you must notify us immediately. **If your System uses wireless battery-operated devices,** you must replace the batteries when the System emits a low-battery signal or at least every two years or in accordance with the manufacturer's instructions. **If you have carbon monoxide detectors,** you must replace them at least every three years or in accordance with the manufacturer's instructions. **You may also request us to do so.** We will replace the batteries at your expense at our then current rates for parts and labor, and a

one-hour minimum service call fee. **If you fail to replace the batteries, or if the batteries are low or dead, the System will not function properly.** You must provide 24-hour electrical service and electrical outlets for the System. You must provide the proper environment for the System as reasonably requested.

17.2 Permits; Notification. Monitoring may be subject to permit fees. Unless otherwise required by law, obtaining and maintaining an alarm permit is your sole responsibility. You are solely responsible for paying for all monitoring, alarm, or system permits, licenses, or fees imposed by authorities having jurisdiction necessary for the use and operation of the System, and all other charges or fees imposed. You are solely responsible for determining whether the city, county, or governmental subdivision in which the Premises are located has or may later have statutes or ordinances requiring that you obtain and maintain a license or permit for the System. Unless you have a valid alarm-user permit or license, which must be kept current and active as required, certain emergency personnel will not respond to an alarm signal. To request an emergency response, we must know your permit number. **Until you obtain, at your expense, all necessary permits or licenses, and provide us with the license or permit number, we may not be able to notify emergency personnel of an alarm signal received.**

17.3 Access Control. Unless otherwise specifically agreed to in writing, you are solely responsible for updating and maintaining the access control schedule for a physically-controlled area or zone, including holidays; naming, adding, editing, and managing doors, elevators, or floors; creating, updating, and maintaining access credentials, including PINs and a database of all credentials issued, including proximity cards, magnetic stripe cards, smart cards, and mobile credentials; viewing or retrieving video clips, if any, associated with access events; sending emails or text messages to select administrators upon the occurrence of various access events; and retrieving activity reports.

17.4 Indemnity. You must defend and indemnify us from any claim made by another alarm company regarding its contract with you.

18. Interactive Services. If you selected interactive components or services, you may receive customized emails, text messages, push notifications, or alerts about System signals or images, if any, on your computer, tablet, smart phone, or other mobile device. You acknowledge that these messages may fail to reach their intended destination or may arrive too late to be of any use for a variety of reasons, including settings on your devices.

19. Automation. If you selected automation components and related services, you acknowledge that the automation system, products, and services are separate from the monitoring of the security or fire devices, and are to provide you solely with the convenience of being able to remotely, for example, lock and unlock your doors; open and close your garage door; control your lights; manage your thermostats; and, if selected, receive certain email, push notifications, or text messages from your automation system through high-speed internet, radio, or cellular service to your internet-connected computer, tablet, smart phone, or other mobile device. You expressly consent to this. We will not receive any signals from the automation system, and we will not notify anyone, including emergency personnel, in response to any alerts you may receive from the automation system unless you also selected the required monitoring, if any. For continuous power, automation products must be plugged into an electrical outlet that is not controlled by a light switch. We are not liable for any failure of the heating or cooling systems, lighting, or other products or appliances to operate after we install the automation products or system, or for data transmission failure or unauthorized access, or loss, damage, personal injury, or death arising out of or resulting from the failure of these devices. You acknowledge that the installation of an automation system may void your manufacturer's warranty on certain products, and you accept full responsibility for this.

20. Service Providers; Compatible Devices. If you selected cloud-based, interactive security, or automation components, applications, or related services, you will have access to the remote server provided by us or third-party service providers, which you may access under a limited personal, non-transferrable, non-exclusive license through their respective mobile applications or software. You will comply with all mobile or online application or end-user terms related to the services provided by these service providers, which can be found online and may be changed from time to time without notice, and will comply with all applicable local, state, federal, and foreign laws, rules, and regulations in using the services, including all applicable data protection laws and regulations. Your continued use of the applications reflects your agreement to any changes. You acknowledge that the service provider may sometimes change or remove features or functionality of the service, and you agree to this. We do not control these websites or services, and they are provided to you on an "as is" and "as available" basis and you use them at your own risk. Certain wireless, remote access, or interactive security or automation services require a compatible computer, tablet, smart phone, or other mobile device with internet and email access. Not all devices will work with these services, and you must provide your own devices at your sole expense, and keep them charged. You acknowledge that we have no control over your devices, your internet access, or your email, text message, or push notification access. Cellular data providers may charge additional fees for accessing the System or automation system on wireless devices, and we have no liability for data usage in excess of your plan. These charges are your sole responsibility. Your use and our provision of the interactive security or automation components, applications, or related services are subject to the "Internet; Network or Server Vulnerability; Liability" Section of this Agreement (below).

21. Internet; Network or Server Vulnerability; Liability. Your System or wireless devices may be connected to the internet. **You must provide proper high-speed internet service 24/7/365 days per year, and pay all provider-related charges for the cameras, access control, or other devices connected to the internet.** We do not provide internet service; maintain all internet connections or wireless access or communication pathways; computer, smart phone, or electric current connections or supply; or in most cases, the remote server, which is provided by others. You may experience outages, interruption in signal transmission or slowdown in download speed, which are completely beyond our control and for which we are not responsible. You are solely responsible for the integrity and security of your data, software, mobile devices, tablets, laptops, computer system, networks, servers, internet access, and other equipment. You are also solely responsible for any misuse of the System or software, and for limiting access to your wireless systems or VPN, changing the default password, updating firmware and software routinely, and securing access to the System or software with regularly updated pass code protection, credentials, logins, PINs, lockout codes, firewalls, secure gateways, or encryption software, and for all changes, whether or not authorized by you. You must notify us immediately if you upgrade your operating system or make any changes to your file mapping, or your System or devices are unable to access the internet or network service. We do not guarantee that the System or service will meet all your requirements, that the service will be uninterrupted or error-free, or that encryption algorithms, associated keys, and other security measures will be secure or effective. You acknowledge that we do not operate or control the internet, that all devices may not meet encryption standard specifications, and that viruses, worms, trojan horses, denial of service, or other malicious or undesirable data, code, software, attacks, hackers, or users may attempt to access or damage your data, devices, computers, and networks. We are not liable for such activities or for any loss, damage, or injury or the consequences therefrom arising out of or relating to any unauthorized or improper access to or use or destruction of your System or data, including hacking, denial of service, data breaches, data loss, or other malicious or cyber-attacks of any kind, or business interruption. You must immediately defend and indemnify us against all claims by you or a third party arising out of or relating to such activities or the authorized or unauthorized use of the internet, including System failure, loss of internet service, viruses, cyber attacks, decreased connectivity, failure to transmit signals, and so on.

22. Your Plans and Specifications; Authorities Having Jurisdiction. If the System is installed, changed, or replaced in accordance with your plans and specifications, you must pay for all costs incurred for any work necessitated by errors in the plans provided. You are solely responsible for all costs necessitated by changes in the regulations or standards of any authority having jurisdiction, including the interpretation of the regulations and standards. You will promptly pay us for the cost of any changes to the Proposal under this Agreement that may be requested by the owner of the Premises if you are not the owner, or any authorities having jurisdiction, including building and safety departments, local fire or electrical departments, insurance companies, homeowners' associations, or any other federal, state, or local agency.

23. Acceptance of Installation. After the System is installed, we will inspect the System together. Any error or omission in the design, construction, or installation of the System must be brought to our attention in writing within 15 days after completion of installation. The installation is totally satisfactory to and accepted by you after 15 days from completion.

24. Risk of Loss. You agree that the System remains personal property after installation and does not become a fixture. If you fail to pay for the System or our work in full, you must allow us to enter the Premises and remove all or any portion of the System, and recover all damages to which we are entitled. You grant us a security interest in the System and we may file a UCC-1 Financing Statement. Removal of the System is without prejudice to the collection of all sums due under this Agreement. After installation begins, you bear the entire risk of loss for the components or equipment. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises, and you must immediately defend and indemnify us against all claims by you or a third party arising out of or relating to restoration of the Premises. If you do not own the Premises, you must obtain the written consent of the owner for the installation, removal, or abandonment of the System, and you are solely responsible for any failure to do so.

25. Delay in Installation; Interruption, Suspension, or Cancellation of Service; Superior Force. We are not liable for any delay in the installation, monitoring, repair,

or the provision of any other services, or for the consequences of delay, or for any interruption of the System's operation caused, in whole or in part, because of compliance with any law, request, or order of any authority having jurisdiction, or because of any act or event, whether foreseen or unforeseen, including war; terrorist attack or activity; military action; riots; strikes; lockouts; fires; floods; storms; ice; earthquakes; drought; tornado; explosion; epidemics; pandemics; quarantine or other restrictions; interruption or unavailability of product, fuel, power, labor, or transportation facilities; interruption or unavailability of telephone, cable, radio, cellular, internet, satellite, or other transmission or communication services; hacking, denial of service, data breaches, or other malicious or cyber attacks of any kind; acts of God; other unforeseeable or unavoidable event; or for any other similar or dissimilar reason or cause, regardless of origin, beyond our reasonable control, whether on a region-wide or nationwide basis. We are not required to provide installation, repair, monitoring, or any other services to you while any of these causes or the aftermath of these causes exist. If services are suspended for these reasons, you must continue to pay under the terms of this Agreement. If the Monitoring Center or your Premises or equipment are destroyed by fire or other catastrophe, are so substantially damaged that it is impractical to continue service, or if the Monitoring Center or we are unable to render service, this Agreement may be suspended without notice.

26. Change in Rates. After the first 12 months of monitoring, we may increase the monitoring or service fees by no more than eight percent at any time, but not more than once in any 12-month period. At any time, we may increase the monitoring or service fees to reflect increases in federal, state, and local taxes, utility charges, including telephone company charges, and municipal fees and charges, which are imposed on us and which relate to the services provided under this Agreement. You will pay all increased monitoring or service fees, new or increased taxes, or other fees or charges.

27. Default; Interest. Any of the following constitute your default under this Agreement (each, a "Default"): (a) failure to pay any amount provided in this Agreement within ten days after the same is due; (b) failure to communicate or cooperate with us, including being disrespectful or abusive, or comply with reasonable requests; (c) failure to perform any other obligations under this Agreement or cure a breach within ten days after written request; (d) failure to timely and properly inspect and test, repair, or update your System, or replace defective or discontinued components or equipment not covered by the Limited Warranty or Service Option; (e) failure to upgrade a communication pathway when recommended to do so; or (f) you become a debtor in a bankruptcy proceeding. If you Default, we may immediately discontinue all work or services, and accelerate and recover 75% of all amounts due under this Agreement and all other sums to which we are entitled, including any other remedy provided by law. If any payment due is more than ten days late, our commercial customers will pay simple interest on each past due payment in the amount of 18% per year calculated on a 360-day year (periodic rate of 1.5% per month or the maximum amount allowed by law) and our residential customers will pay simple interest on each past due payment in the amount of 10% per year calculated on a 360-day year (periodic rate of .8333% per month or the maximum amount allowed by law) until the balance is paid in full. We may also charge a \$5 late fee every month or the maximum amount allowed by law until the balance is paid in full.

28. Information and Privacy; Collection, Use, and Disclosure of Personal Information; Recording; Consent. By using our services, you acknowledge and agree that our collection, use, and disclosure of personal information is governed by our privacy policy, as it may be amended from time to time. If there is a conflict between the terms of this Section and the terms of our privacy policy, the terms of our privacy policy will control. We do not sell, collect, or use your personal information except as necessary to perform the business purpose of the Services to be provided to you or otherwise to fulfill our obligations under this Agreement. Unless required to perform the Services or there is a legal exception, we will not otherwise retain, use, or disclose your personal information for any other purpose. You can ask for a copy of or review our privacy policy by calling us at the number at the top of this Agreement. We may monitor or electronically record video and audio related to monitored activity at your Premises, as well as conversations with you, emergency service providers, and law enforcement or fire department personnel in connection with employee training, quality control, or the provision of services. **You consent to this.** Privacy cannot be guaranteed on telephone, cable, wireless, computer, internet, or other systems. We are not liable to you for any claims or damages that may result from a lack of privacy, confidentiality, or security experienced. You must immediately defend and indemnify us against all claims by you or a third party arising out of or relating to such lack of privacy. **You consent to us** (a) using information about your location or you to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud, and respond to regulatory and legal requirements; (b) providing information or recordings about you or your Premises, including personal information about individuals employed by you or who visit your Premises, to law enforcement or fire service personnel, and our subcontractors or assignees for the purpose of providing services or in response to a subpoena, law enforcement or fire department request, or other legal process; and (c) using and sharing aggregate customer information and statistics that do not include information that identifies you or any individuals specifically. We may contact you by telephone, automated call, facsimile, email, text messages, or other internet facilities, with respect to the System or services we provide under this Agreement, and new system or service offerings that we may make available in the future.

29. Assignment; Rights of Subcontractors. We may assign this Agreement to any person or entity without notice to you. Without our prior written consent, you must not assign your rights under or transfer this Agreement, and any attempted assignment is void. We may subcontract any of the work or services to be performed under this Agreement, including monitoring, without notice to you. This Agreement, in particular Sections 5, 6, and 30, protects our subcontractors, Monitoring Center, other service providers or mobile applications, or manufacturers in the same way that these Sections protect us.

30. Third Party Indemnification; Subrogation. You must immediately defend and indemnify us against all claims brought by others, including personal injury, tort, negligence, contribution, property damage, or death. This provision applies to all claims regardless of cause, including our or the System's performance or failure to perform; defects in products, design, installation, programming, activation, or service; negligence; tort; warranty; contribution; indemnification; or strict products liability. You release us from all such claims, whether the claims are made by or through you, including your insurance company or other parties, and you must defend and indemnify us against all such claims. There are no third-party beneficiaries to this Agreement, and any rights contained in this Agreement are for the exclusive benefit of the parties.

31. Time to Bring Suit; Venue; Governing Law; Class Action Waiver. Any lawsuit or other legal proceeding arising out of or relating to this Agreement, whether based upon contract, tort, negligence, or otherwise, must be brought no later than one year from the date of the event which caused the loss, damage, injury, or death, or be forever barred. This Agreement is made and entered into in Humboldt County, California. Any legal proceeding arising out of or relating to this Agreement must be brought in Humboldt County, California. California law applies to this Agreement regardless of choice-of-law rules. To the maximum extent allowed by law, we both waive the right to bring any legal proceeding as a member of a class or collective or as its representative, or to act as a private attorney general arising out of or relating to this Agreement, and all claims brought must be in our individual capacities only, and not in a representative action.

32. Survival. Sections 5, 6, 29, 30, and 31 survive the termination of this Agreement.

33. Notices. All notices regarding this Agreement must be in writing and may be served by hand; a nationally-recognized overnight courier with all delivery charges provided for; or certified mail, return-receipt requested and regular mail with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing; or email as long as the date of receipt is a business day (and if it is not, then on the next succeeding business day).

34. Entire Agreement. This Agreement is the final and exclusive expression of the entire agreement between us, and may be different than or conflict with our previous discussions. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior discussions, or oral or written agreements, or estimates are merged into and superseded by this Agreement. This is an integrated agreement. All oral changes are void and all changes must be in writing signed by both parties.

35. Enforceability; Waiver; Interpretation. If any part of this Agreement is void, the remaining portions of the Agreement remain enforceable. No waiver of a breach of any term or condition of this Agreement is a waiver of any succeeding breach. The captions are for convenience of reference only and have no force in the interpretation or construction of this Agreement. Each term of this Agreement is a condition to be fully performed. The rule of construction that ambiguities are resolved against the drafting party does not apply in interpreting this Agreement.

36. Authorized Signatories; Duplicate. The individuals signing this Agreement are authorized signatories, and have the full power to enter into this Agreement, and to make the representations and warranties contained in this Agreement. You understand we are relying on this statement in entering into this Agreement. Delivery of the signed Agreement by facsimile or other electronic means is as binding as delivery of an originally-signed Agreement. This Agreement and all documents arising out of or relating to this Agreement may be delivered, stored, or reproduced by electronic or mechanical means. An electronic version of this Agreement is legally equivalent to the original for all purposes, including litigation.

37. Licenses. Alarm Company Operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95814. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints

against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ACCEPTANCE

You read this Agreement before signing it and the prices and terms in this Agreement are satisfactory. You understood and accepted this Agreement, in particular Sections 5, 6, 29, and 30, which set forth our maximum liability if there is any loss, damage, injury, or death to you or any third party. You may obtain a higher liability limit by paying an additional periodic charge. You received a completed copy of this Agreement, and our residential customers received an Electronic Contract Authorization; two copies of the Notice of Cancellation with Autorenewal Disclosure; and Mechanics Lien Warning. You were advised that there are additional, different, or higher levels of protection and service available. The System or services provided are based upon your specific request, approval, and cost considerations, for which you must hold us harmless. We may reach you by text message, manual or automated call, email, or other means in connection with our services under this Agreement. You consent to this. Your signing this Agreement constitutes your express consent to use all numbers or emails provided to us with you and your designated representatives in connection with our services. All terms on the other pages or attachments are a part of this Agreement.

For our California residential customers only: You, the buyer, may cancel this transaction at any time prior to midnight of the fifth business day after the date of this transaction.

| | |
|---|---|
| <p>YOU</p> <p>Dated: _____ <small>Print Your Name</small></p> <p><input type="checkbox"/> Homeowner <input type="checkbox"/> Tenant</p> <p>Your Signature: _____ <small>Signature:</small></p> <p><input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Owner</p> <p>Your Signature: _____ <small>Signature:</small></p> <p><small>Email: redbudhealth@att.net</small></p> | <p>HIGH COUNTRY SECURITY</p> <p>Dated: _____</p> <p>Authorized Company Representative</p> <p>Salesperson Name and No.: _____</p> |
|---|---|

Unless we either (1) approve it in writing by an authorized company representative, or (2) begin installation or monitoring, this Agreement is not binding upon us. If we do not approve the Agreement, our sole liability is to refund the amount paid to us when you signed the Agreement. Not receiving a copy signed by us does not make this Agreement unenforceable.

*****Proposal or Scope of Work is Attached*****

NOTES:

You declined additional protection that was offered.

You are solely responsible for inspecting and testing your fire System and related components in accordance with the applicable code or regulations, and the frequency specified. You may ask us about these services.

CONSTRUCTION LENDER INFORMATION

Construction Lender: _____ Lender Contact: _____
 Lender's Address: _____
 Lender's Phone: _____ Fax: _____ Email: _____

BUILDING OWNER INFORMATION

Building Owner: _____ Owner Contact: _____
 Owner's Address: _____
 Owner's Phone: _____ Fax: _____ Email: _____