



**Securitas Healthcare
Installation Services**

Except as set forth in a statement of work (“SOW”), the following terms and conditions shall apply to Clients that purchase Installation Services from Seller:

1. **Installation.** Seller shall install the Products listed on the relevant Quote(s) at the Client’s facility (“**Facility**”). Client shall provide not less than forty-five (45) days prior written notice to Seller of the date on which the Facility shall first be made available to Seller to commence installation (the “**Availability Date**”). Before Seller reports to the Facility to install the Products on or after the Availability Date, the Facility will be in “move in” condition (i.e. walls painted, flooring installed, any furniture on which Seller is to install the Products is installed, drop or tile ceilings installed, electrical work complete, all electronic devices installed and operational). Unless otherwise agreed, Seller shall make reasonable efforts to complete the installation of Products at the Facility within fifteen (15) business days after the Availability Date. Seller shall furnish all hardware, supplies, labor and other items necessary for installation of the Products at the Facility except as provided by Client pursuant to this Agreement. Seller warrants that installation work performed will be done in a neat and professional manner but makes no other express or implied warranty with respect to its installation work. Seller shall use commercially reasonable efforts to make timely delivery and installation. All stated delivery or installation dates are approximate.
2. **Client Assistance.** The Client shall, at its expense, on the date of or prior to delivery of the Products to the Facility, and at all times thereafter during the period of Installation Services hereunder:
 - a. provide Seller with full and accurate information as to the Facility floor plan and Facility profile;
 - b. allow Seller employees or agents free access to the Facility at all hours consistent with the requirements of the installation;
 - c. assure that the Facility meets all applicable environmental requirements as may be set forth in the relevant User’s Manual, Installation Instructions, or Pre-Install Checklist that may be provided by Seller, and, as necessary, obtain the consent of the landlord or mortgagor or other third parties having an interest in the Facility, to install the Products;
 - d. obtain any necessary state or local building or usage permits, licenses and approvals, and other authorizations required by state administrative agencies or the Federal Communications Commission in order to install and operate the Products in the Facility in accordance with the rules and regulations of any applicable Federal, state or local regulatory agency. Neither Seller nor any of its employees is an agent or representative of the Client in FCC or state regulatory matters or otherwise. Seller, however, may assist in the preparation of the license application with the Client;
 - e. provide suitable space required for the installation and operation of the Products. Client shall remove any shortwave or other radio Products from the Facility that could impair the Products function;
 - f. provide a secure storage area at the Facility or at such other location as Client may designate where the Products can be safely stored pending installation;
 - g. make available an analog phone line for use in troubleshooting the Products remotely; systems utilizing an integration PC shall have an analog phone line available for troubleshooting purposes;
 - h. provide high speed Internet access in accordance with specifications to be provided by Seller;
 - i. appoint at least one “System Administrator” who shall be responsible for learning the Products and who shall be given access to all system password levels; designate in advance of installation commencement those individuals who shall have authority to sign a change order and represent the Facility in this capacity,



and at least one of those individuals must be accessible during installation. If no one is available at the Facility to sign a necessary change order and project completion is delayed as a result, Seller reserves the right to assess additional labor charges commensurate to the time period of such delay;

- j. if applicable, provide such 110-120 VAC electrical outlets and power supplies as may be specified by Seller;
- k. if applicable, run 4-conductor shielded cables from each monitored area to the Remote Nurse Station with Pre-Alert. (If Client prefers that Seller purchase and run the cable, the cost for these will be included as separate line items in the Quote. Conduits for access through fire walls must be present or provided by Client in compliance with local codes.);
- l. if applicable, run 2-conductor cables from each Magnetic Lock to the fire alarm panel. Connection of the cable to the fire alarm panel must be done by a licensed fire alarm technician in accordance with state and local codes. The cost for such connection is not included in the Client Quote. If the Facility prefers that Seller purchase and run the cable, the cost for these will be included as separate line items in the Quote. Conduits for access through fire walls must be present or provided by the Facility in compliance with local codes.);
- m. if applicable, run CAT5 cable to receivers and satellite receivers and/or to any I/O-8 module and/or to any Weigand interface module and/or to any RS485 repeater. If Client prefers that Seller purchase and run the cable, the cost for these will be included as separate line items in the Quote. Conduits for access through fire walls must be present or provided by Client in compliance with local codes;
- n. if applicable, contact elevator technicians to install any elevator equipment and cabling necessary to interface with Products. Costs for elevator equipment and associated cables are not included in Seller's Quote;
- o. ensure that all areas impacted by the installation shall be free of patients, Client personnel, equipment, furnishings, and all other obstacles so that the installation can be safely and efficiently conducted by Seller;
- p. ensure that residents are provided advance notice if and when installers are required to enter their room or residence in order to install, configure, test, or repair Products. Client is responsible for providing staff escorts to assist installers in gaining access to resident rooms or residences in a timely manner during installation timeframe. Client is required to notify the Seller Project Manager of any time or access restrictions to resident rooms or residences or any other areas where Products will be installed, prior to scheduling of installation. Client is responsible for any additional trip and hourly charges needed to access room or residences resulting from Client's failure to provide access to installers;
- q. any required connections to a fire panel or other fire alarm connection point will be done by a qualified fire alarm technician in accordance with state and local codes. Coordination and related expenses of such fire alarm technicians will be solely the responsibility of Client. Access through fire walls will also be present or provided in compliance with local codes. Unusual building construction (i.e., areas known to present wire run difficulties, will be disclosed to Seller prior to quotation of installation charges);
- r. dedicate the Products exclusively to the operation of the Seller's Software and agrees not to use such Products to operate any other computer programs or Software not supplied by Seller. Client also agrees to not network the Products with other computer system networks that are not installed by Seller unless approved and directed by Seller when required for operation of Seller's Software or Products. In instances where the Products are connected to a network not installed and configured by Seller, Seller will not be responsible for disruptions of Products, services or any consequences resulting from said disruptions that are caused by outages of the third-party network or by changes made to this network. Client is responsible for any costs associated with configuring or servicing networks not installed by Seller including but not



limited to the costs of labor for information technology specialists, network cabling, network hardware, and subscription costs for access to the Internet;

- s. provide Seller on a timely basis with specific user requirements for the configuration of paging zones, including resident room numbers, the location of call points, escalation settings within the Product's Communication System, and such other information as Seller may reasonably request prior to commencement of the system installation. Return trips by Seller technicians to configure paging zones and escalation settings or when other specific user requirements are not provided as such may result in additional trip and labor charges to the Client.
3. Additional Charges. Seller reserves the right to assess usual and customary trip charges or travel expenses if, upon arrival at the Facility, any of the above-listed responsibilities have not been carried out by the Client to the extent that the commencement or completion of work is delayed and/or a return visit(s) must be scheduled. Client shall complete and return to Seller the "Pre-Install Checklist", if provided and referenced in 2 (c) above, which shall serve as Client's written representation that the building is or will be "ready" for Seller to begin its work on the install date mutually agreed upon by the parties. Installation charges in the Quote are based in part on straight-time wages to be paid to Seller's workers during a normal work week. Seller reserves the right to assess additional charges if the job requires weekend or excess overtime hours.
 4. Change Orders. Client shall designate in advance of project commencement those individuals who shall have authority to represent the Facility with respect to signing a Change Order, and at least one of those individuals must be accessible during installation. If no one is available at the facility to sign a necessary Change Order and project completion is delayed as a result, Seller reserves the right to assess additional labor charges commensurate to the time period of such delay.
 5. Acceptance. Client shall have ten (10) days (unless a longer period of time is specified in the applicable SOW) following the date on which a deliverable produced during a phase is delivered to it by Seller to complete inspection and/or testing of such deliverable (the "Acceptance Period"). If Client accepts the deliverable, Client shall execute Seller's user acceptance document. If the deliverable does not materially comply with the acceptance criteria stated in the applicable SOW, Client may reject the deliverable by written notice of rejection to Seller. A written notice of rejection will specify in detail the reasons the deliverable fails to meet the relevant criteria. Seller will correct any material deficiencies and will retender the deliverable to Client for review and approval as soon as reasonably practicable. Client will have the right to accept or reject the revised deliverable in accordance with the acceptance criteria and this paragraph. The process described herein shall repeat until Seller corrects all material deficiencies and the deliverable materially complies with the acceptance criteria stated in this SOW. If no written notification of rejection is received by Seller within the Acceptance Period or if the deliverables are utilized for purposes other than testing, regardless of whether Client executes Seller's user acceptance document, the deliverables shall be deemed accepted by Client. Seller shall have no obligation to return or refund for services or deliverables that have been accepted by Client.
 6. Failure to Obtain Regulatory Approval. Seller shall have the right to terminate this Agreement, at its sole discretion, based upon Client's failure to obtain regulatory approval and/or Seller's site review. In the event Seller terminates this Agreement under this paragraph, Seller shall refund to Client all amounts paid for Installation Services to the date of termination less 20%.