

**ANALOG REPLACEMENT SERVICES
ADDITIONAL TERMS AND CONDITIONS OF SERVICE**

These Analog Replacement Services Additional Terms and Conditions of Service (these “Analog Replacement Terms of Service”) state important requirements regarding the use by Customer and any of its end users, invitees, licensees, customer, agents or contractors of Analog Replacement Services offered by Granite and/or its affiliates through contracts with its Provider(s) and/or subcontractors. These Analog Replacement Terms of Service state certain of Customer’s and Granite’s duties, obligations and rights. Customer should read them carefully as they contain important information. These Analog Replacement Terms of Service are in addition to the General Terms of Service.

The following additional terms and conditions are applicable to all Analog Replacement Services:

1. Services.

- 1.1 Description of Services. Analog Replacement Services shall mean and consist of the installation of a wireless LTE commercial fire alarm communicator that allows a fire panel that previously reported by analog / TDM line to be reported by a system that uses internet or wireless means to connect to the internet, a central station or other alarm monitoring service or some other destination.
- (a) Analog Replacement Services shall only be available to Customer if: (i) Customer purchased the applicable CPE from Granite; and (ii) unless otherwise agreed to by the Parties in writing, the CPE is installed by Granite.
 - (b) For the purposes of the Analog Replacement Terms of Service, references to CPE may include, but is not limited to, a UL and/or NFPA Fire Code-Compliant fire alarm communicator.
 - (c) Unless otherwise agreed to by Granite, Customer is responsible for any cross-connect services required to connect the wireless LTE commercial fire alarm communicator to Customer’s existing telecommunications infrastructure or devices.
 - (d) The Analog Replacement Services to be provided by Granite to Customer may be detailed on a form or other order document that the parties will execute to authorize and initiate a specific project (the “Proposal,” “Statement of Work” or “SOW,” and/or Service Order Document).

1.2 Access.

- (a) Except as otherwise provided in a SOW, Customer shall provide Granite with reasonable access during normal business hours to the site(s) described in a SOW in order to perform the Analog Replacement Services. Whenever possible, Granite shall provide at least 24 hours’ notice to Customer’s designated representative for the project before visiting a facility so that the necessary preparations can be made for Granite’s arrival. Any site where Analog Replacement Services shall be performed shall be clear of any furniture, fixtures, debris, or other material that may hinder the performance of the Analog Replacement Services. Any customer provided equipment or supplies required in order for Granite to perform the Analog Replacement Services shall be located near the site of installation or use, or as otherwise requested by Granite or set forth in a SOW. Customer’s failure to adhere to these terms may result in additional fees based on Granite’s standard hourly rates
- (b) To the extent construction and/or additional Underlying Rights (as defined below) are required to complete the Analog Replacement Services, Customer shall use commercially reasonable efforts to assist Granite in obtaining such Underlying Rights as necessary. In the event that Granite is unable to obtain any necessary Underlying Rights without incurring additional costs, unless Customer bears the costs of obtaining such Underlying Rights, Granite may terminate/cancel the affected Analog Replacement Services and shall incur no liability to Customer hereunder. Granite shall not be deemed to be in breach of the Agreement for its failure to meet any anticipated

installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure event; (ii) failure to obtain, or delay in obtaining, any required Underlying Rights; (iii) construction delays; or (iv) any other circumstances beyond the control of Granite. “Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, access rights, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, and repair Analog Replacement Services provided by Granite.

- 1.3 **WARRANTY.** Granite warrants its work and materials against defects for one (1) year from the date of completion. Products or CPE provided as part of the Proposal shall carry the manufacturer’s warranty and shall not be covered under any Granite warranty. Except as specifically provided herein, GRANITE MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES. GRANITE SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE. Granite’s sole liability shall be discharged by replacing or repairing any part or parts which may prove defective under normal and proper use, within the effective period of the warranty, if shown to be defective by proper evidence submitted to Granite. In the event any parts and/or structural appurtenances of a product are altered or modified by Customer without the express written consent of Granite any and all warranties shall immediately cease and terminate. Customer acknowledges and agrees that the limited warranties provided herein shall constitute the entire warranty and any breach thereof. Response for warranty repair services shall be during normal business hours Monday through Friday on a four (4) to twenty four (24) business hour basis. Prevailing labor rates shall be used for charges not covered under the warranty conditions.
- 1.4 **Additional Terms and Conditions of Service.** If Granite-provided Broadband, Access, Mobility and/or Granite Guardian Services are utilized in connection with the Analog Replacement Services, additional terms and conditions shall apply as set forth at www.granitenet.com/legal. To the extent any Analog Replacement Services include software and/or operating licenses, such may be included or provided in connection with the applicable Service. In these instances, Granite grants to Customer, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the license or software. Customer acknowledges and agrees permitted uses and restrictions are subject to applicable end-user license agreements of the underlying Provider and may be modified from time to time. Intellectual property rights in software and operating licenses shall remain with Granite or the underlying Provider, as the case may be. Customer shall not, nor shall Customer encourage others, to reverse engineer, de-compile, disassemble, or otherwise derive source code from software and/or operating licenses, Services and CPE, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of software and/or operating licenses, Services and CPE or encourage others to do so.

2. Rates and Charges.

- 2.1 The Rates and Charges for Analog Replacement Services are as set forth in the applicable Proposal, SOW, Service Order Document or as otherwise communicated to Customer at the time of ordering such Analog Replacement Services and may vary depending CPE, time and materials, and other costs required to complete the Analog Replacement Services to Customer.
- 2.2 **Travel Expenses.** Customer shall be liable for all pre-approved travel and related expenses incurred by Granite in delivering the Analog Replacement Services. In addition, the amounts payable for the Analog Replacement Services do not include any amounts for sales, use or other similar taxes. If any such taxes are determined to be required, they will be added to the amounts payable by Customer under the Agreement. All taxes based upon Granite’ income shall be the responsibility of Granite.

3. **Service Term.** Analog Replacement Services may be subject to an initial minimum Service Term which shall begin on the Service Start Date and shall be as set forth in the applicable SOW, Service Order

Document or other writing accepted by Granite, provided, notwithstanding the foregoing, all Analog Replacement Services shall be deemed to have committed to an initial minimum Service Term of at least thirty-six (36) months unless otherwise expressly agreed to by the Parties. After the end of the initial minimum Service Term selected by Customer, and any renewal Service Terms selected by Customer, the Service Term shall automatically renew and continue on a month to month basis unless Customer provides prior written notice to Granite at least thirty (30) days prior to the end of the then current Service Term or Analog Replacement Service is otherwise terminated in accordance with the Agreement.

4. Termination of Analog Replacement Services.

4.1 Either Party may terminate any SOW or specific order for Analog Replacement Services if the other Party: (i) materially breaches the Agreement and fails to cure such breach within thirty (30) days after written notice describing such breach has been delivered, except in the case of Customer's failure to pay fees, which must be cured within ten (10) days after Granite gives Customer notice of such delinquency; or (ii) becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed or discontinued, as applicable, within sixty (60) days of filing.

4.2 Effect of Termination. Upon the termination of a SOW or specific order for Analog Replacement Services, all unpaid charges will become due immediately, and as compensation to Granite for such termination, unless such termination is a result of an uncured material breach by Granite, Customer shall pay Granite (a) 100% of the monthly recurring charges for the remaining number of months (or portions thereof) under the then current Service Term of the specific Analog Replacement Services (including the remaining portion of any amortized CPE), plus (b) any and all outstanding funds due to Granite at the time of termination, including, but not limited to, rendered service, hardware and installation fees, plus (c) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite.

5. Customer Responsibilities.

5.1 Granite is not responsible for monitoring and/or maintaining Analog Replacement Services or CPE provided in conjunction with Analog Replacement Services, specifically Granite is not responsible for any central station monitoring or other alarm services for fire, burglary or any other life safety, security or protection systems or equipment. It is recommended that Customer check its central station monitoring service provider communicator regularly (but no less than monthly) to be sure that it is properly functioning. Customer is responsible for any change in Customer's fire rating bureau, agency, central station and applicable laws and regulations.

5.2 Customer acknowledges that Analog Replacement Services transmits alarms by telephone, radio, cable or microwave, and that none of such services are infallible, and you specifically acknowledge that the transmission of signals may be interrupted, circumvented or compromised. In addition, Customer understands that a wireless LTE commercial fire alarm communicator is a non-supervised reporting device.

5.3 Customer is responsible to provide Granite all approvals, permits, and consents from any government authority and others as may be required for the performance and installation of CPE under this Analog Replacement Service Schedule and any applicable SOWs or Service Order Documents.

5.4 Customer acknowledges and agrees that Analog Replacement Services only consist of installation of a NFPA Fire Code-Compliant wireless LTE fire alarm communicator, and Granite is not responsible for monitoring or maintaining such CPE, and that Customer is solely responsible for complying with all applicable laws, regulations and requirements regarding the use of a wireless LTE commercial fire alarm communicator.

6. Indemnification.

- 6.1 Granite and Customer shall indemnify and hold each other and their affiliates and their respective officers, directors, partners, principals, employees, agents, successors and permitted assigns (“Indemnitees”) harmless against all injury, damage, liability, loss, penalty, attorneys’ fees and costs, interest and expense incurred arising out of third Party claims resulting from injury to or death of any person (including injury to or death of their respective subcontractors or employees) or loss of or damage to tangible real or tangible personal property, to the extent that such liability, loss, damage or expense was proximately caused by the negligent act or omission or the willful or intentional misconduct of the Party from whom indemnity is sought, its agents, employees or subcontractors, in connection with the provision of Analog Replacement Services.
- 6.2 Customer agrees to indemnify and hold harmless Granite from any claim or action arising out of misroutes of any alarm notifications/signals, or whether local emergency response centers or national emergency calling centers answer an alarm or how the alarm notifications/signals are handled by any emergency responders. Customer further agrees to indemnify and hold harmless Granite from any penalties, fines and/or actions brought by government or regulator authorities as a result of Customer’s use of a wireless LTE commercial fire alarm communicator. These limitations apply to all claims regardless of whether they are based on breach of contract, breach of warranty, product liability, tort and/or any other theories of liability.

7. Limitation of Liability.

- 7.1 Liability Disclaimer. ANALOG REPLACEMENT SERVICES AND THE ASSOCIATED CPE ARE PROVIDED AS IS. GRANITE’S ENTIRE LIABILITY AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES REGARDING ANALOG REPLACEMENT SERVICES ARE TO HAVE GRANITE REPAIR OR REPLACE ANY GRANITE-PROVIDED CPE IF IT IS DEFECTIVE. CUSTOMER ACKNOWLEDGES AND AGREES THAT (A) ANALOG REPLACEMENT SERVICES AND CPE MAY NOT OPERATE IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE AND THAT FOR BASIC EMERGENCY SERVICES TO BE ACCURATELY ROUTED CUSTOMER MUST NOTIFY THE APPROPRIATE EMERGENCY RESPONDER(S), INCLUDING BUT NOT LIMITED TO, THE APPROPRIATE CENTRAL STATION THAT CUSTOMER IS REPLACING ITS TRADITIONAL WIRELINE SERVICE WITH A WIRELESS LTE COMMERCIAL FIRE ALARM COMMUNICATOR; (B) NEITHER GRANITE, ITS VENDORS, PROVIDERS OR SUBCONTRACTORS, NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY ALARMS, NOR THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER; (C) THERE IS NO GUARANTEE THAT GRANITE PROVIDED CPE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT NETWORKS OR SYSTEMS REQUIRED TO SUPPORT GRANITE PROVIDED CPE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE ANALOG REPLACEMENT SERVICES OR GRANITE PROVIDED CPE WILL MEET CUSTOMER’S REQUIREMENTS; AND (C) CERTAIN EMERGENCY SERVICES MAY NOT FUNCTION IN THE CASE OF A SERVICE FAILURE, INCLUDING BUT NOT LIMITED TO (I) POWER FAILURES; (II) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; (III) FAILURE TO NOTIFY THE APPROPRIATE CENTRAL STATION AND/OR EMERGENCY RESPONDERS; AND/OR (IV) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN.
- 7.2 Exclusions. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING,

WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, DELIVERY OF SERVICES, OR DELAY IN INSTALLATION OF SERVICES. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

8. **Assumptions and Exclusions (as applicable)** In addition to any assumptions and exclusions identified in a SOW the following assumptions and exclusions apply:

- Any necessary backboard shall be supplied and installed by others.
- Granite is not responsible for any installation/programming of any electronic equipment.
- Assumes this is a non-union location and has been priced accordingly.
- Significant changes to cable pathways, scope of work, station count or other items that effect the structured cabling installation may require a change to the pricing.
- Idle time incurred by Granite due to absence of Customer supplied materials, required escorts, clearances, permits inability to enter work place or other factors beyond our control, will be billed at \$99.00 per hour per technician plus travel time and related expenses.
- The above pricing is budgetary in nature until Granite is able to perform a site survey.
- All work will be performed during daytime hours, 7:00 AM and 12:00 noon and 12:30 PM and 4:00 PM Monday – Friday except holidays recognized by Granite, the contractor. Overtime and premium time labor is excluded.
- All work areas are assumed to be within an asbestos free environment. Work in any hazardous material environments is excluded.
- All right of ways, easements and permits shall be provided by Customer or Customer's agent.
- Granite shall have clear access to all areas being affected by the performance of work including but not limited to such issues as moving furniture or office equipment and availability of elevators.
- All A.C. power must be accessible, of adequate sizing and locally available.
- Any delays caused by Customer due to interference of work schedule, material delivery, change of work or concealed conditions, resulting in an increase in cost to Granite to perform work shall be at the expense of the Customer.
- Price does not include any shipping/destination charges, tax and permits.
- Any work requiring specialty licenses and / or permits may be performed, as required, by Granite's licensed affiliated entities and / or by Granite's subcontractors.