

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**MASTER SERVICES AGREEMENT FOR
FACILITY SECURITY SERVICES
(Williamson County Facilities)**

(STANLEY Convergent Security Solutions, Inc. – Sourcewell #030421-SCS)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter “The County”)**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **SECURITAS Technology Corporation f/k/a STANLEY Convergent Security Solutions, Inc.** (hereinafter "Securitas" or “Service Provider”), 8350 Sunlight Drive, Fisher IN 46037. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As set forth pursuant to pricing in Sourcewell #030421-SCS for Facility Security Services.

Should The County choose to add services in addition to those described in Sourcewell #030421-SCS, such additional services shall be described in a separate written amendment to this Contract wherein the additional services

shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall expire on April 22, 2026, unless terminated sooner pursuant to paragraph X below. If applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth pursuant to pricing in Sourcewell #0303421-SCS. Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be \$250,000.00 per fiscal year.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best

Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Statutory	Worker's Compensation
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including completed and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:	\$1,000,000	

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. This Williamson County Addendum;**
- B. Sourcewell #030421-SCS, including mandatory customer terms;**
- C. Facilities Department Additional Terms & Conditions for Roof Maintenance and Related Services (when applicable);**
- D. Exhibit "A" Securitas Monitoring Terms and Conditions; and**
- E. Any required insurance certificates evidencing required coverages.**

Due to the fact that this Agreement involves expenditures of public monies, any conflicting terms in the contract documents will be resolved with Williamson County's terms and conditions taking precedence at the discretion of the Williamson County Commissioners Court.

VI.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION

SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE WHILE ON THE COUNTY'S PREMISES PERFORMING THE INSTALLATION OR REPAIR WORK, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER. IN THE EVENT OF THE JOINT OR CONCURRENT NEGLIGENCE BETWEEN SERVICE PROVIDER AND THE INDEMNITIES, LIABILITIES FOR LOSSES AND DAMAGES RESULTING FROM SUCH NEGLIGENCE SHALL BE APPORTIONED BASED UPON PRINCIPLES OF COMPARATIVE NEGLIGENCE.

NOTWITHSTANDING THE FOREGOING, SERVICE PROVIDER SHALL HAVE NO LIABILITY, NOR AN OBLIGATION TO INDEMNIFY FOR DAMAGE, LIABILITY OR EXPENSE RESULTING FROM OR DUE TO OCCURRENCES AND/OR THE CONSEQUENCES THEREFROM THAT THE SYSTEM IS INTENDED TO DETECT, PREVENT OR RECORD, INCLUDING ANY SUCH LOSS OR DAMAGE WHICH MAY BE OCCASIONED OR CAUSED BY THE IMPROPER WORKING OR MALFUNCTIONING OF THE SYSTEM, NOR WHERE DAMAGES ARE ALLEGED TO BE CAUSED BY ANY ACTION OR NONACTION OF AN EMPLOYEE OF SERVICE PROVIDER WHILE FURNISHING CENTRAL STATION MONITORING SERVICES, INCLUDING ANY SIGNAL-HANDLING, NOTIFICATION OR DISPATCHING ASPECTS OF THE MONITORING SERVICE. IN NO EVENT WILL SERVICE PROVIDER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR THE NEGLIGENCE OF OTHERS.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services

rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) days written notice thereof. In the event of termination, The County will be liable for its pro rata share of services rendered and goods actually received, plus other actual costs incurred as the result of such termination, including but not limited to restocking fees charged by Service Provider's supplier(s).

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions. The parties expressly understand that Williamson County does not consent to waiver of right to trial by jury or changes to any statute of limitations and does not agree to arbitration.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. However, such audit or review by The County shall exclude the right to examine, audit or photocopy Service Provider's proprietary information, including its underlying costs, markups and overhead rates. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities, with the exception to Service Provider's monitoring facilities, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable

advance notice of intended audits.

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations (with the exception of any monitoring services provided under this Agreement) shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

XVI.


No Assignment: Service Provider may not assign this Contract.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.


WILLIAMSON COUNTY:


Bill Gravell (Feb 8, 2023 09:13 CST)

Authorized Signature
Bill Gravell

Printed Name
Date: Feb 8, 2023, 2022

SERVICE PROVIDER:

DocuSigned by:

D9C614A3AB6842B...

Authorized Signature
Mike Capra

Printed Name
Date: 01/23/23 | 11:34:36 AM EST, 2023

Exhibit A**Monitoring Terms and Conditions**

This Addendum is dated this 23rd day of January, 2023, and attached to and incorporated by reference into that Sourcewell Agreement No. 030421-SCS and PO No. _____ (hereinafter "Agreement"), between County of Williamson, Texas (hereinafter "Customer") and Securitas Technology Corporation f/k/a Stanley Convergent Security Solutions, Inc. (hereinafter "Securitas").

This Addendum is intended to modify and/or clarify the Agreement as it pertains to the Monitoring Services provided by Securitas under the Agreement. If a conflict or inconsistency exists between the Agreement and this Addendum, then this Addendum shall prevail.

1. Payments.

Customer agrees to pay Securitas:

For monitoring and service of the system(s) Customer agrees to pay Securitas ☐ monthly, ☐ quarterly, ☐ annually, in advance of such services.

2. Liquidated Damages and Securitas's Limits of Liability.

A. The parties agree that Securitas is providing a system and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the system and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that Securitas is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by Securitas or that Securitas is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service or failure of performance, with the exception of Securitas's gross negligence, willful misconduct; that Securitas is not liable for losses resulting from failure to warn or inadequate training; that Securitas is not an insurer; and that insurance covering personal injury, property loss, and damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that Securitas offers several levels of protection and services and that the system and/or service described in the Schedule has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs. The Agreement shall confer no rights on the part of any person or entity that is not a party hereto, whether as a third-party beneficiary or otherwise.

B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER DATA, INABILITY OF SECURITAS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF LIABILITY IS IMPOSED ON SECURITAS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR \$10,000 WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (II) AS A LIMITATION OF LIABILITY

APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SECURITAS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SECURITAS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CUSTOMER WISHES SECURITAS TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SECURITAS AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SECURITAS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SECURITAS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SECURITAS AS AN INSURER.

NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SECURITAS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES.

- C. Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in its premises, and for protecting against losses to his/her own property or the property of others in its premises, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SECURITAS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, UNLESS CAUSED BY SECURITAS OR ANY OF ITS AGENTS OR EMPLOYEES GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FAILURE OF PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

3. Waiver of Subrogation.

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with the services provided by Securitas. For all losses, damage or injury above the limits set forth in Paragraph 2.B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against Securitas. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Both parties do hereby for themselves and for other parties claiming under them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against either party.

4. Miscellaneous Charges and Increase in Charges.

- A. If Customer or Securitas is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Customer shall pay the full amount of such fine or penalty. If, following an investigation at Customer's request, it is mutually agreed that a false alarm was caused by Securitas, the amount of the fine or penalty paid by Customer shall be credited to Customer's account.
- B. Customer shall pay any and all charges imposed by any telephone, internet, or other telecommunications provider. Securitas may immediately increase its monthly charges to reflect any increased telecommunications charges for the Customer facility covered by this Agreement.
- C. It is Customer's responsibility to obtain alarm use permits and any other types of permits required by the local jurisdiction.

5. Obligations of Customer.

- A. Customer shall have full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- B. For those premises where Securitas is to provide monitoring, Customer shall furnish

Securitas a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish Securitas with an authorized daily and holiday opening and closing schedule.

- C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to Securitas any claimed inadequacy in, or failure of, the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.
- D. For those premises where Securitas is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Securitas's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.
- E. For those premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide 110 AC power supply where required, as well as shelf or desk space for monitors.
- F. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- G. Customer represents that, except to the extent it has given Securitas written notice prior to the execution of this Agreement, (i) to the best of its knowledge there is no asbestos or presumed asbestos- containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond Securitas's reasonable control and Securitas shall not start, or continue, to perform its work under the Agreement until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer agrees to indemnify, defend, and hold Securitas, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of Securitas's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Securitas.
- H. **Verified Response Jurisdictions.** Some jurisdictions require that an intrusion be verified by video, audio, or in-person verification before police will respond to an alarm signal. In the event an intrusion alarm signal is received by Securitas, but the police department indicates it will not respond without verification, Securitas shall verify by video or audio (if possible) or shall contact a guard service to send a guard to Customer's Premises to verify the alarm. Customer shall be responsible for payment of any costs Securitas incurs in this regard.

6. Obligations of Securitas.

- A. Except as otherwise provided herein, neither party shall be held responsible or liable to the other for delay in installation of any equipment or interruption of service due to strikes, lockouts, riots, floods, fires, lightning, terrorism, acts of God, or any cause beyond the control of such party, including interruptions in telephone, internet, or other

telecommunications service. Securitas will not be required to supply service to Customer while any such cause is ongoing.

- B. If Customer has subscribed to monitoring service, the system will be connected to an alarm monitoring station operated by Securitas or one of its affiliates (the "Center"). Unless specifically requested otherwise by the Customer and approved by Securitas, when an intrusion alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them once the police have been notified. When a fire alarm, hold-up alarm, or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center reserves the right to use automated notification procedures in lieu of phone call notifications for non-emergency signals unless expressly prohibited by local authorities. If Customer requires phone notification for non-emergency signals, Customer agrees to subscribe to such service and an additional fee may apply. Phone notification for non-emergency signals will be made during normal day-time hours unless expressly requested otherwise by Customer.

Securitas may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Securitas and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. Securitas reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the audio and video recording of telephonic and video communications between Customer's premises and Securitas, and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by Securitas, or otherwise comply with such requirements, and an additional fee may apply for such services.

- C. If video equipment is installed, it will be integrated into the system. When the video equipment is activated, it will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 6.B above.
- D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to the Securitas's monitoring center, there may be times when that communication method is not able to transmit signals and Securitas will not receive alarm signals. Digital communicators use telecommunications lines (such as standard telephone lines or other types of lines), and Securitas does not receive signals when the telephone system becomes non-operational or the line is placed on vacation status, cut, interfered with, or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet-based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or unavailability of a communications channel. Similarly, any other type of

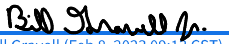
communication method installed under this Agreement also can experience an inability to communicate alarm signals. **Customer understands that Securitas offers several levels of communication methods of alarm signals to the Center and that the Services described on the applicable Schedule(s) have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required.** Communications networks provided by independent carriers or providers are wholly beyond Securitas's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse Securitas for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify Securitas if Customer has installed or intends to install DSL or other broadband service. **IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.**

- E. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or fire departments or other agencies are not Securitas's agents, nor does Securitas assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- F. For those premises where card access security is provided, Securitas assumes no responsibility or liability for lost or stolen access cards
- G. **Termination of Monitoring.** If Securitas is engaged at the time of termination of the Agreement by either party to monitor any alarms or signals from any Customer premises, Customer agrees that Securitas may cease such monitoring on the effective date of any termination without additional notice to Customer.

NO OTHER MODIFICATIONS

Except as expressly set forth in this Addendum, all of the terms and conditions of the Agreement entered into between the parties remain in full force and effect.

WILLIAMSON COUNTY:


 Bill Gravell (Feb 8, 2023 09:13 CST)

Authorized Signature

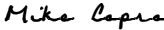
Bill Gravell

Printed Name

Date: Feb 8, 2023, 2022

SERVICE PROVIDER:

DocuSigned by:



Authorized Signature

Mike Capra

Printed Name

Date: 01/23/23 | 11:34:36 AM EST, 2023