

LiveSafe® Software-as-a-Service Terms

These LiveSafe Software-as-a-Service Terms (these “LiveSafe Terms”) are binding on each customer of Universal Protection Service, LP, a California limited partnership d/b/a Allied Universal Security Services (“Allied Universal”) who has signed a security services agreement (the “Agreement”) with Allied Universal (“Client”). These LiveSafe Terms (together with the Agreement more generally) and LiveSafe Inc.’s Terms of Use (found at <http://www.livesafemobile.com/app-terms-of-use/>) and Privacy Policy (found at <https://www.livesafemobile.com/application-privacy-policy/>) govern those certain services, pertaining to the LiveSafe smartphone mobile safety application which may include all or some of the LiveSafe mobile and LiveSafe portal components (collectively, the “LiveSafe Services”). These LiveSafe Terms may be modified by Allied Universal from time to time and are available at <https://www.aus.com/service-terms>, and any such modification shall take effect immediately upon the posting of the modified LiveSafe Terms (as the case may be) at such site or upon written notice to Client.

Allied Universal, via agreements with LiveSafe, Inc. (“LiveSafe”) who develops, services, and/or licenses software and other equipment (each, along with its agents and assignees, a “Technical Provider” with such agreements referred to herein as “Technical Provider Agreement(s)”), is an authorized distributor/licensee of certain LiveSafe-based software, technology, and other equipment that constitute portions of the LiveSafe Services. LiveSafe, Inc. is a third party beneficiary to these LiveSafe Terms, and upon Client’s acceptance of these Terms, LiveSafe, Inc. will have the right (and will be deemed to have accepted the right) to enforce the terms set forth herein against Client as a third party beneficiary to these LiveSafe Terms.

1. **LIVESAFE SERVICES:** In consideration for Client’s payment of all applicable fees and costs in the **Order Form**, Allied Universal grants Client a limited, non-exclusive, non-transferrable, non-sublicensable right and license to use the LiveSafe Services during the subscription term set forth in the **LiveSafe Addendum** for Client’s internal business purposes according to the restrictions set forth in these LiveSafe Terms and the Agreement. Allied Universal hereby agrees to use commercially reasonable measures to deliver the LiveSafe Services to Client subject to these LiveSafe Terms, scheduled downtime, force majeure event, termination of the applicable Technical Provider Agreement(s), or other events outside of Allied Universal’s reasonable control. Allied Universal shall make commercially reasonable efforts to notify Client in the event any termination of a Technical Provider Agreement will impact Client’s access to, or use of, the LiveSafe Services.
 - 1.1. **RESTRICTIONS:** Client shall not, and shall not permit any third party to: (i) modify or create any derivative works based on the LiveSafe Services or any portion thereof, or content stored thereto; (ii) reproduce the LiveSafe Services; (iii) sublicense, distribute, sell, lend, rent, lease, transfer, assign or grant any rights in or to all or any portion of the LiveSafe Services or provide access to the LiveSafe Services to third parties on a service bureau basis or otherwise; (iv) decompile, disassemble, reverse engineer, reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the LiveSafe Services; (v) remove, modify, alter, destroy, or obscure any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends or other notices or markings on the LiveSafe Services or content stored thereto; and (vi) use the LiveSafe Services or content stored thereto other than as provided herein.
 - 1.2. **HARDWARE:** It is further agreed that none of the associated hardware and/or other equipment associated with LiveSafe Services or used to access LiveSafe Services, including but not limited to routers, networks, cell equipment, computers and/or devices, is provided or owned by Allied Universal.
 - 1.3. **AVAILABILITY:** Client acknowledges and agrees that the LiveSafe Services and Allied Universal’s rights hereto may be fulfilled, executed, delivered, provided, and/or serviced by Technical Providers and such Technical Providers, or Allied Universal, shall be granted the necessary access to Client’s facilities. In the event of termination or expiration of the Agreement, the LiveSafe Terms, or the underlying Technical Provider Agreement(s), for any reason, Allied Universal shall have no obligation to ensure and/or provide continuation of the LiveSafe Services or access thereto. Client hereby acknowledges that the Technical Providers disclaim and make no representation or warranty with respect to the LiveSafe Services or any portion thereof, and assume no liability for any claim that may arise with respect to the LiveSafe Services or Client’s use or inability to use the LiveSafe Services. Sections 1.1, 1.2, 1.3, 4.1, and 6-12 of these Terms shall survive any termination of the LiveSafe Terms or Agreement.
2. **HOSTING AND SUPPORT:** Client is solely responsible for providing, at Client’s own expense, all necessary telephone lines, Internet connections, equipment, software (including a compatible Web browser), wifi-network or LTE connectivity, and services for Client to effectively access the LiveSafe Services and provide security measures to prevent unauthorized access. Client is responsible for upgrading and configuring Client’s internal systems (e.g. network settings, Internet routing, firewalls, and Web browsers) to be and remain compatible with and optimize the performance of the LiveSafe Services. Allied Universal or a Technical Provider will use commercially reasonable efforts to support the LiveSafe Services, and maintain its accessibility for Client during the subscription term; provided, however that Allied Universal makes no representation or warranty regarding availability. As they become available, Allied Universal may provide Client with LiveSafe Services updates and upgrades.
3. **DEFAULTS:** If Client fails to keep the LiveSafe Services reasonably secure (e.g. failing to prohibit third party access) or fails to perform or fulfill its other obligations under these LiveSafe Terms in any material respect, Client shall be in breach of these LiveSafe Terms, provided, however, that Client shall have five (5) days from the date of notice of breach by Allied Universal to cure such breach (if such breach is capable of cure). In the event Client does not cure a breach or such breach is not capable of cure in Allied Universal’s sole discretion, then without limitation of Allied Universal’s other rights and remedies under the Agreement, Allied Universal may, in its sole discretion: (a) cure such breach and the cost of such action may be added to Client’s financial obligations under these LiveSafe Terms; or (b) declare Client in breach of the LiveSafe Terms. In the event of breach, Allied Universal may, as permitted by law, terminate access to the LiveSafe Services. Termination of the LiveSafe Terms will not terminate the Agreement or Client’s continued payment obligations for the LiveSafe Services until the end of the then-current subscription term.
4. **USE OF LIVESAFE SERVICES:** Client’s Authorized Users (as defined below) shall have the right to access the LiveSafe Services on the first day of the subscription term as set forth in the **LiveSafe Addendum**. At the expiration of the subscription term or upon termination, Client’s right to access the LiveSafe Services shall immediately terminate, all rights granted hereunder will be immediately and automatically revoked, and all licenses are immediately revoked and void. Authorized Users shall mean: the employees, contractors and consultants under Client’s and its affiliates’ control responsible for monitoring and administering the LiveSafe dashboard, and who are authorized to access the LiveSafe dashboard using a user identifier and password. With respect to the LiveSafe app, “Authorized Users” will also include all of Client’s employees, contractors and consultants.
 - 4.1. **PROPER USE:** Client shall only use the LiveSafe Services in a careful and proper manner and will comply with all laws, rules, ordinances, statutes, orders, and instructions from Allied Universal and/or the Technical Provider. Client shall keep the LiveSafe Services free and clear of any liens or other encumbrances and promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to its possession or use of the LiveSafe Services. Client agrees to secure and maintain during the subscription term any permit or professional licenses that might be required, and Client acknowledges that the cost, if any, of the permit or license will be that of the Client, along with any additional charges that might be imposed.
5. **ALLIED UNIVERSAL REPRESENTATIONS:** Allied Universal hereby represents and warrants to Client that (a) it has the ability to provide the LiveSafe Services as provided in these LiveSafe Terms, (b) it will, in the performance of these LiveSafe Terms, comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances, and (c) the LiveSafe Services will conform in all material respects with the specifications agreed to by Allied Universal in writing. Allied Universal and/or Technical Provider reserve the right to make changes or improvements to the LiveSafe Services and/or these LiveSafe Terms, without notice to Client, subject to their business policies, technologies, practices, and procedures. Notwithstanding the foregoing, Allied Universal will not make changes which materially degrade the features or functionality of the LiveSafe Services without providing Client the

ability to terminate these LiveSafe Terms.

6. **CLIENT REPRESENTATIONS:** Client hereby represents and warrants to Allied Universal that (a) access to the LiveSafe Services is solely for use in the conduct of the Client's internal business, (b) Client will comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances in its use of the LiveSafe Services, and (c) any data uploaded to the LiveSafe Services will be done only after obtaining appropriate and legally required consents of such persons or parties required on behalf of both Client and Allied Universal.
7. **LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGES ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THESE LIVESAFE TERMS OR THE LIVESAFE SERVICES, WHETHER OR NOT SUCH PARTY WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) ANY LOSS OR CORRUPTION OF DATA; OR (C) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES). EXCEPT FOR ALLIED UNIVERSAL'S AND LIVESAFE'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THESE LIVESAFE TERMS, IN NO EVENT SHALL ALLIED UNIVERSAL'S OR LIVESAFE'S AGGREGATE LIABILITY, INCLUSIVE OF DEFENSE COSTS, ARISING OUT OF OR RELATED TO THESE LIVESAFE TERMS AND/OR THE LIVESAFE SERVICES EXCEED THE AMOUNT OF FEES PAID IN THE YEAR IN WHICH THE DAMAGE OCCURED, WHETHER AN ACTION IN CONTRACT, TORT, OR OTHERWISE. ALLIED UNIVERSAL AND CLIENT AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THESE SERVICE TERMS.
8. **WARRANTY DISCLAIMER:** EXCEPT AS SET OUT IN THESE LIVESAFE TERMS, THE LIVESAFE SERVICES ARE PROVIDED "AS IS", AND ALLIED UNIVERSAL MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF AND ON BEHALF OF THE TECHNICAL PROVIDERS AND ITS OTHER SUPPLIERS AND LICENSORS, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, DATA LOSS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALLIED UNIVERSAL DOES NOT WARRANT THAT THE LIVESAFE SERVICES WILL MEET ALL OF CLIENT'S REQUIREMENTS OR THAT THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. ALLIED UNIVERSAL DISCLAIMS ANY WARRANTY THAT THE LIVESAFE SERVICES MAY NOT BE COMPROMISED OR CIRCUMVENTED OR WILL PREVENT ANY PERSONAL INJURY, BUSINESS LOSS, OR PROPERTY LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, CLIENT ACKNOWLEDGES THE LIVESAFE SERVICES ARE NOT INSURANCE OR GUARANTEES THAT SUCH WILL NOT OCCUR.
9. **DATA:** Data collected or generated through Client's use of the LiveSafe Services involving its business affairs, employees, or systems, or identifies Client and/or contains PII (as defined below) shall be owned by Client. Client shall be responsible for costs associated with and timely response to third party requests involving data protection regulations in connection with the collection, processing, disclosure, subject access requests, retention, and transfer of this data. Notwithstanding the foregoing, Allied Universal or the Technical Provider will have the right to access such data at any time and retain a copy of such data upon expiration or termination of the Security Agreement and/or these LiveSafe Terms. All other information or data not specifically identified herein, regardless of whether Client may have access to such data, remains the property of or is assigned to Allied Universal or the Technical Provider. Allied Universal shall have the right to delete any stored data from its systems after one-hundred and twenty (120) days have passed from the date on which the data was first generated, unless a separate written agreement has been entered into by the parties. Should Allied Universal receive a written request to store the data for more than said timeframe and no such written agreement is reached, Allied Universal will bill and Client agrees to pay Allied Universal at the rates mutually agreed to by the parties. Allied Universal makes no representation that all requests for storage beyond said timeframe can or will be honored. Allied Universal will respond to such requests within a reasonable time after receipt of Client's written request. Within thirty (30) days of any expiration or termination of these LiveSafe Terms, Client shall have the right to access and obtain a copy of the stored data upon prior written request to Allied Universal.
10. **OWNERSHIP:** The LiveSafe Services are licensed on a subscription basis to Client and not sold. The LiveSafe Services, along with any improvements, enhancements, inventions or derivative works made with respect thereto, are and shall at all times be and remain the exclusive property of LiveSafe, Allied Universal or the Technical Providers, even if installed in or attached to real property by Client. Except as expressly provided herein, LiveSafe, Allied Universal or the applicable Technical Provider shall retain all right, title, and interest in and to the LiveSafe Services, including, but not limited to, all intellectual property rights therein.
11. **INDEMNIFICATION:** Except for damages, claims or losses due solely to Allied Universal's willful misconduct or grossly negligent acts, Client, to the fullest extent permitted by law, shall indemnify, defend, and hold Allied Universal, its members, employees and agents, including LiveSafe, and other Technical Providers, free and harmless from any liability for fees, costs (including attorney's fees and costs), losses, claims, damages, judgments, settlements or penalties, arising from: (i) injury to or death of any person, damage to property; (ii) Client's failure to comply with any applicable laws or regulations, including, but not limited to, data privacy obligations; or (iii) Client's breach of the LiveSafe Terms or Agreement. Allied Universal and/or LiveSafe agree to indemnify and hold Client and Client's property, free and harmless from any liability for losses or claims arising from or relating to any third party claim or allegation that the LiveSafe Services infringe, violate, or misappropriate any valid U.S. patents, registered copyrights and registered trademarks. Neither Allied Universal nor LiveSafe shall have any indemnity obligations hereunder to the extent any infringement claim was caused in whole or in part by the combination of any of the LiveSafe Services, or any portion thereof, with any products, services, or other item of Client or any third party. Should the LiveSafe Services or any part thereof become, or in Allied Universal's or LiveSafe's opinion be likely to become, the subject of any claim of infringement, Allied Universal shall, at its option, either: (1) obtain for Client the right to continue using the LiveSafe Services; (2) replace or modify the affected portion of the LiveSafe Services so that the use thereof becomes non-infringing or otherwise lawful; or (3) terminate these LiveSafe Terms and refund to Client any prepaid but unused fees as of the date of termination. Client hereby waives all right of subrogation against Allied Universal and LiveSafe and their respective insurance carriers, if any, and agrees to carry its own insurance for general commercial liability, cyber and privacy claims, personal injury and property damage. Said liability policy shall be sufficient to fulfill Client's indemnification and defense obligations hereunder. Allied Universal agrees to maintain sufficient insurance coverage to cover its obligations hereunder and such coverage expressly applies and overwrites any insurance requirements in the Agreement as they relate to the LiveSafe Services and Client shall only look to this provision in relation to the LiveSafe Services.
12. **CONFIDENTIAL MATERIAL:** Both parties expressly acknowledge and agree that they have a responsibility under the law to keep Personally Identifiable Information ("PII") private and confidential. Both parties acknowledge that the PII, to which they may have access, constitutes Confidential Information and neither party shall in any way possess or shall gain possession of any ownership or other proprietary rights with respect to such PII that they had not previously held. Both Allied Universal and Client acknowledge and understand that PII may be subject to the subscriber privacy protections set forth in any data security and privacy laws. Both parties agree that they shall use such information in strict compliance all applicable laws governing the use, collection, disclosure and storage of such information.
13. **NO ADDITIONAL INSURED:** Client hereby waives and releases Allied Universal from any and all requirements or obligations that Client or any other party, now or in the future, be named or included as an "additional insured" as it relates to these LiveSafe Services.