

## Licensed Software-as-a-Service (LSaaS) Terms

These Licensed Software-as-a-Service Terms and Conditions (“LSaaS Terms”) are binding on each customer and are part of that certain Master Products and Services Agreement (including the General Terms contained therein and all **Schedule A** thereto, the “Agreement”) between Securadyne Systems Intermediate LLC, a Delaware limited liability company d/b/a Allied Universal Technology Services (“AUTS”) and Client (as defined in the Agreement). These LSaaS Terms (together with the Agreement more generally) govern those certain Services, pertaining to licensed software services, software applications, portal or platform components and/or related services and specified in **Schedule A** (the “LSaaS Services”). Certain words that are capitalized but not defined herein have the meanings ascribed to them in the Agreement. As provided in the Agreement, the General Terms and these LSaaS Terms may be modified by AUTS 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 General Terms or LSaaS Terms (as the case may be) at such site or upon written notice to Client.

AUTS, via agreements with certain third parties that develop, service, and/or license software and other equipment (each, along with their agents and assignees, a “Technical Provider” with such agreements referred to herein as “Technical Provider Agreement(s)”), is an authorized distributor/licensee of certain LSaaS -based software, technology, and other equipment that constitute portions of the LSaaS Services.

1. **LSaaS Services:** In consideration for Client’s payment of all applicable fees and costs in **Schedule A**, AUTS grants Client a limited, non-exclusive, non-transferrable, non-sublicensable right and license to use the LSaaS Services during the subscription term set forth in **Schedule A** for Client’s internal business purposes according to the restrictions set forth in these LSaaS Terms and the Agreement. AUTS hereby agrees to use commercially reasonable measures to deliver the LSaaS Services to Client subject to these LSaaS Terms, scheduled downtime, force majeure event, termination of the applicable Technical Provider Agreement(s), or other events outside of AUTS’s reasonable control. AUTS 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 LSaaS 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 LSaaS Services or any portion thereof, or content stored thereto; (ii) reproduce the LSaaS Services; (iii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the LSaaS Services or provide access to the LSaaS 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 LSaaS 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 LSaaS Services or content stored thereto; and (vi) use the LSaaS Services or content stored thereto other than as provided herein, including as limited in **Schedule A**.
  - 1.2. **HARDWARE:** It is further agreed that none of the associated hardware and/or other equipment associated with LSaaS Services or used to access LSaaS Services, including but not limited to routers, networks, cell equipment, computers and/or devices, is provided or owned by AUTS.
  - 1.3. **AVAILABILITY:** Client acknowledges and agrees that the LSaaS Services and AUTS’s rights hereto may be fulfilled, executed, delivered, provided, and/or serviced by Technical Providers and such Technical Providers, or AUTS, shall be granted the necessary access to Client’s facilities. In the event of termination or expiration of the Agreement, the LSaaS Terms, or the underlying Technical Provider Agreement(s), for any reason, AUTS shall have no obligation to ensure and/or provide continuation of the LSaaS Services or access thereto. Client hereby acknowledges that the Technical Providers disclaim and make no representation or warranty with respect to the LSaaS Services or any portion thereof, and assume no liability for any claim that may arise with respect to the LSaaS Services or Client’s use or inability to use the LSaaS Services. Sections 1.1, 1.2, 1.3, 4.1, 6-12, and 15 of these LSaaS Terms shall survive any termination of the LSaaS 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 LSaaS 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 LSaaS Services. AUTS or a Technical Provider will use commercially reasonable efforts to support the LSaaS Services, and maintain its accessibility for Client during the subscription term; provided, however that AUTS makes no representation or warranty regarding availability. As they become available, AUTS may provide Client with LSaaS Services updates and upgrades.
3. **DEFAULTS:** If Client fails to keep the LSaaS Services reasonably secure (e.g. failing to prohibit third party access) or fails to perform or fulfill its other obligations under these LSaaS Terms in any material respect, Client shall be in breach of these LSaaS Terms, provided, however, that Client shall have five (5) days from the date of notice of breach by AUTS 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 AUTS’s sole discretion, then without limitation of AUTS’s other rights and remedies under the Agreement, AUTS 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 LSaaS Terms; or (b) declare Client in breach of the LSaaS Terms. In the event of breach, AUTS may, as permitted by law, terminate access to the LSaaS Services. Termination of the LSaaS Terms will not terminate the Agreement or Client’s continued payment obligations for the LSaaS Services until the end of the then-current subscription term.
4. **USE OF LSaaS SERVICES:** Client shall have the right to access the LSaaS Services on the first day of the subscription terms as set forth in **Schedule A**. At the expiration of the subscription term or upon termination, Client’s right to access the LSaaS Services shall immediately terminate, all rights granted hereunder will be immediately and automatically revoked, and all licenses are immediately revoked and void.
  - 4.1. **PROPER USE:** Client shall only use the LSaaS Services in a careful and proper manner and will comply with all laws, rules, ordinances, statutes, orders, and instructions from AUTS and/or the Technical Provider. Client shall keep the LSaaS 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 LSaaS 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.
  - 4.2. **CUSTOMIZATION:** If requested by Client and upon execution of a separate Consulting Agreement, AUTS may provide reasonable software customization services, data conversion services, data retrieval services, and additional reports (“Customization Services”). Such Customization Services shall be provided at AUTS’s then-current standard rates, or as agreed in writing by AUTS and Client. AUTS will respond to such requests within a reasonable time after receipt of Client’s written request. AUTS makes no representation that all requests for Customization Services can be honored.
5. **AUTS REPRESENTATIONS:** AUTS hereby represents and warrants to Client that (a) it has the ability to provide the LSaaS Services as provided in these LSaaS Terms, (b) it will, in the performance of these LSaaS Terms, comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances, and (c) the LSaaS Services will conform in all material respects with the specifications agreed to by AUTS in writing. AUTS and/or Technical Provider reserve the right to make changes or improvements to the LSaaS Services and/or these LSaaS Terms, without notice to Client, subject to their business policies, technologies, practices, and procedures. Notwithstanding the foregoing, AUTS will not make changes which materially degrade the features or functionality of the LSaaS Services without providing Client the ability to terminate these LSaaS Terms.
6. **CLIENT REPRESENTATIONS:** Client hereby represents and warrants to

AUTS that (a) access to the LSaaS 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 LSaaS Services, and (c) any data uploaded to the LSaaS Services will be done only after obtaining appropriate and legally required consents of such persons or parties required on behalf of both Client and AUTS.

7. **WARRANTY DISCLAIMER:** EXCEPT AS SET OUT IN THESE LSAAS TERMS, AUTS 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. AUTS DOES NOT WARRANT THAT THE LSAAS SERVICES WILL MEET ALL OF CLIENT'S REQUIREMENTS OR THAT THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. AUTS DISCLAIMS ANY WARRANTY THAT THE LSAAS 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 LSAAS SERVICES ARE NOT INSURANCE OR GUARANTEES THAT SUCH WILL NOT OCCUR.
8. **DATA:** Data collected or generated through Client's use of the LSaaS 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, AUTS 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 LSaaS 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 AUTS or the Technical Provider. AUTS 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 AUTS receive a written request to store the data for more than said timeframe and no such written agreement is reached, AUTS will bill and Client agrees to pay AUTS at the rates established in Schedule A or as mutual agreed to by the parties. AUTS makes no representation that all requests for storage beyond said timeframe can or will be honored. AUTS 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 LSaaS Terms, Client shall have the right to access and obtain a copy of the stored data upon prior written request to AUTS.
9. **OWNERSHIP:** The LSaaS Services are licensed on a subscription basis to Client and not sold. The LSaaS 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 AUTS or the Technical Providers, even if installed in or attached to real property by Client. Except as expressly provided herein, AUTS or the applicable Technical Provider shall retain all right, title, and interest in and to the LSaaS Services, including, but not limited to, all intellectual property rights therein.
10. **FEEDBACK:** Any ideas, suggestions, guidance, content, or other information disclosed by Client to AUTS or the Technical Providers related to the LSaaS Services or the Customization Services, and any intellectual property rights relating to the foregoing shall be collectively deemed "Feedback". AUTS shall own all Feedback, and Client hereby assigns to AUTS all of its rights, title, and interest in and to all Feedback. To the extent that the foregoing assignment is ineffective for whatever reason, Client hereby grants to AUTS a nonexclusive, perpetual, irrevocable, royalty free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform and otherwise exploit all Feedback and derivatives thereof without restriction. Client agrees to promptly execute any documents prepared by AUTS consistent with the foregoing.
11. **SEVERABILITY:** If any part or parts of these LSaaS Terms shall be held unenforceable for any reason, the remainder of these LSaaS Terms shall continue in full force and effect. If any court of competent jurisdiction deems any provision of these LSaaS Terms invalid or unenforceable, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
12. **INDEMNIFICATION:** Except for damages, claims or losses due solely to AUTS's willful misconduct or grossly negligent acts, Client, to the fullest extent permitted by law, shall indemnify, defend, and hold AUTS, its members, employees and agents, including the 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 LSaaS Terms or Agreement. AUTS agrees 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 LSaaS Services infringe, violate, or misappropriate any valid U.S. patents, registered copyrights and registered trademarks. AUTS shall have no indemnity obligations hereunder to the extent any infringement claim was caused in whole or in part by the combination of any of the LSaaS Services, or any portion thereof, with any products, services, or other item of Client or any third party. Should the LSaaS Services or any part thereof become, or in AUTS's opinion be likely to become, the subject of any claim of infringement, AUTS shall, at its option, either: (1) obtain for Client the right to continue using the LSaaS Services; (2) replace or modify the affected portion of the LSaaS Services so that the use thereof becomes non-infringing or otherwise lawful; or (3) terminate these LSaaS Terms and refund to Client any prepaid but unused fees as of the date of termination. Client hereby waives all right of subrogation against AUTS and AUTS's insurance carrier, 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. AUTS 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 LSaaS Services and Client shall only look to this provision in relation to the LSaaS Services.
13. **NO ADDITIONAL INSURED:** Client hereby waives and releases AUTS 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 LSaaS Services,
14. **BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind AUTS and Client and the heirs, legal representatives, successors and permitted assigns of AUTS and Client. These LSaaS Terms shall survive termination or expiration of the LSaaS Services.
15. **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 to, 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 AUTS 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.