Robot Machine-as-a-Service (RMaaS) Terms

These Robot Machine-as-a-Service Terms and Conditions ("RMaaS Terms") are binding on each customer and are part of that certain attached Master Products and Services Agreement (including the General Terms contained therein and all **Schedules 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 RMaaS Terms (together with the Agreement more generally) govern those certain Services, pertaining to autonomous and/or remote-operated security equipment, hardware, software applications and/or related services specified in **Schedule A** (the "Robot 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 RMaaS 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 RMaaS 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 manufacture autonomous and/or remotely-operated security robots, drones 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 RMaaS-based technology, autonomous robots, charging stations, and on-site technology that constitute portions of the Robot Services.

1. **ROBOT 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 Robot Services during the subscription term set forth in **Schedule A** for Client's internal business purposes according to the restrictions set forth in these RMaaS Terms and the Agreement. AUTS hereby agrees to use commercially reasonable measures to deliver the Robot Services to Client subject to these RMaaS 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 Robot 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 Robot Services or any portion thereof, or content stored thereto; (ii) reproduce the Robot Services; (iii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the Robot Services or provide access to the Robot 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 Robot Services, as applicable; (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 contained within the Robot Services, or content stored thereon; or (vi) use the Robot Services or content stored thereon other than as provided herein.

   1.2. **EQUIPMENT:** It is further agreed that other than with respect to AUTS- or Technical Provider-provided hardware and equipment ("Equipment"), none of the associated hardware and/or other equipment associated with the Robot Services or used by Client to access the Robot Services, including but not limited to routers, networks, cell equipment, computers and/or devices, is owned by, or the responsibility of, AUTS.

   1.3. **AVAILABILITY**: Client acknowledges and agrees that the Robot 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 RMaaS Terms, or the underlying Technical Provider Agreement(s), for any reason, AUTS shall have no obligation to ensure and/or provide continuation of the Robot Services or access thereto. Client hereby acknowledges that the Technical Providers disclaim and make no representation or warranty with respect to the Robot Services or any portion thereof, and assume no liability for any claim that may arise with respect to the Robot Services or Client's use or inability to use the Robot Services. Sections 1.1, 1.2, 1.3, 4.1, 6-13 of these RMaaS Terms shall survive any termination of the RMaaS 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 Robot 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 Robot Services. AUTS or a Technical Provider will use commercially reasonable efforts to support the Robot 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 Robot Services updates and upgrades.

3. **DEFAULT:** If Client fails to (i) keep the Robot Services reasonably secure (e.g.

failing to prohibit third party access) and, with respect to any Equipment, without damage (cosmetic or otherwise), (ii) provide, in AUTS's sole discretion, an environment conducive to the use of Robot Services or (iii) fails to perform or fulfill its other obligations under these RMaaS Terms in any material respect, Client shall be in breach of these RMaaS Terms, provided, however, that Client shall have five (5) days from the date of notice of breach by AUTS to cure the breach (if such breach is capable of cure). In the event Client does not cure a breach or such breach is not capable of being cured 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 the Agreement and/or these RMaaS Terms; or (b) declare Client in breach of the RMaaS Terms. In the event of breach, AUTS may, as permitted by law, immediately suspend the Robot Services and terminate the RMaaS Terms. Termination of the RMaaS Terms shall not terminate the Agreement. Termination shall not affect Client's obligation to pay all amounts owed hereunder, including fees due for the then-current subscription term or to which Client is contractually committed.

4. **USE OF ROBOT SERVICES:** Client shall be entitled to possession of any Equipment and Client shall have the right to access the Robot Services on the first day of the subscription term as set forth in **Schedule A**. At the expiration of the subscription term or upon termination, Client shall surrender the Equipment to AUTS by delivering the Equipment to AUTS or AUTS's designated agent in good condition and working order, ordinary wear and tear excepted, substantially as it was at the commencement of the subscription term. At the expiration of RMaaS Terms or the Agreement, Client's right to access the Robot Services and possess the Equipment 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 Robot 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 Robot Services free and clear of any liens or other encumbrances and promptly pay all taxes, fees and governmental charges, together with any penalties or interest thereon, relating to its possession or use of the Robot 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. **INSPECTION**: Client hereby acknowledges its inspection and acceptance of the Robot Services and all related Equipment upon the earlier of: (i) delivery by AUTS or a Technical Provider; (ii) initial set-up of the Robot Services by AUTS or a Technical Provider; or (iii) payment of the first invoice.

   4.3. **MAINTENANCE**: In the event the Equipment cannot be maintained remotely, unless otherwise agreed to in writing, AUTS will perform onsite maintenance at no additional cost to Client. Maintenance that cannot be completed within 48 hours of AUTS's or a Technical Provider's arrival at Client's location will, at AUTS's sole discretion, result in the suspension of Robot Services or the substitution of the impacted Equipment. Other than where such maintenance is required as a result of Client's acts or omissions, AUTS shall credit the Client's account on a pro rata basis for the hours in which Robot Services were suspended. In the event the Equipment is lost or damaged beyond repair and such loss or damage is not solely and directly due to AUTS's negligence, Client shall pay to AUTS the replacement cost of the Equipment.

   4.4. **CUSTOMIZATION**: If requested by Client and as mutually agreed by execution of a separate Consulting Agreement, AUTS and/or the Technical

Providers may provide reasonable software customization services, data conversion services, data retrieval services, and additional reports ("Customization Services"). Such Customization Services shall be provided for additional fees, at AUTS's then-current hourly 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 Robot Services as provided in these RMaaS Terms, (b) it will, in the performance of these RMaaS Terms, comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances, and (c) the Robot Services will conform in all material respects with the specifications agreed to by AUTS in writing. AUTS and/or Technical Provider reserves the right to make changes or improvements to the Robot Services without notice to Client, subject to its business policies, technologies, practices, and procedures. Notwithstanding the foregoing, AUTS will not make changes which materially degrade the features or functionality of the Robot Services without providing Client the ability to terminate these RMaaS Terms.

6. **CLIENT REPRESENTATIONS**: Client hereby represents and warrants to AUTS that (a) access to the Robot Services is solely for use in the conduct of the Client's internal business, (b) Client will comply with all with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances in its use of the Robot Services, and (c) any data uploaded to the Robot Services will be done so only after obtaining appropriate and legally required consents of such persons or parties as required by law on behalf of both Client and AUTS.

7. **WARRANTY DISCLAIMER**: EXCEPT AS SET OUT IN THESE RMAAS 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 ROBOT 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 ROBOT 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 ROBOT SERVICES ARE NOT INSURANCE OR GUARANTEES THAT SUCH WILL NOT OCCUR.

8. **DATA**: Data collected or generated through the Robot Services that does not personally identify Client and/or contain personally-identifiable information ("PII", with all such collected or data referred to herein as "Machine Data") shall be owned by AUTS or the Technical Provider. Data collected or generated through Client's use of the Robot Services involving audio, video, incident reporting and daily activity reports ("Reporting Data") shall be owned by Client. Notwithstanding anything to the contrary, Client hereby grants AUTS and its Technical Providers the right to de-identify and aggregate the Reporting Data for use in research, analytics, benchmarking, support, training, testing, development and other business purposes. 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 Reporting Data. Notwithstanding the foregoing, AUTS will have the right to access the Reporting Data at any time and retain a copy of such data upon termination of the Agreement and/or the RMaaS Terms. All other information or data not specifically identified herein, regardless of whether Client may have access to such data, remains the property of AUTS or is assigned to AUTS. AUTS shall have the right to delete any stored Machine Data from its systems after ten (10) days and any stored Reporting Data 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. AUTS makes no representation that all requests for storage beyond said timeframe can or will be honored. Within 30 days of any expiration or termination of these RMaaS Terms, Client shall have the right to access and obtain a copy of the stored Machine and Reporting Data upon request to AUTS which data shall be provided in a format reasonably determined by.

9. **OWNERSHIP**: The Robot Services are licensed on a subscription basis to Client and not sold. The Robot 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 Robot 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 Robot 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 RMaaS Terms shall be held unenforceable for any reason, the remainder of these Terms shall continue in full force and effect. If any court of competent jurisdiction deems any provision of these 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 RMaaS 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 Robot 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 Robot Services, or any portion thereof, with any products, services, or other item of Client or any third party. Should the Robot 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 Robot Services; (2) replace or modify the affected portion of the Robot Services so that the use thereof becomes non-infringing or otherwise lawful; or (3) terminate these RMaaS 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 Robot Services and Client shall only look to this provision in relation to the Robot Services.

13. **CONFIDENTIAL MATERIAL**: Both Parties expressly acknowledge and agree that they have a special responsibility under the law to keep any and all data that could potentially be used to identify a particular person ("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. 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 PII. 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.