

HELIAUS® Software-as-a-Service (SaaS) Terms

These HELIAUS Software-as-a-Service Terms (these “Service 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 services agreement (the “Agreement”) with Allied Universal (“Client”). These HELIAUS Terms (together with the Agreement more generally) govern those certain services, pertaining to Allied Universal’s HELIAUS Technology application which may include all or some of the HELIAUS Mobile and HELIAUS Portal components, and any related Equipment (as defined below) (collectively, the “HELIAUS Services”). These HELIAUS 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 HELIAUS Terms (as the case may be) at such site or upon written notice to Client.

1. **HELIAUS SERVICES:** In consideration for Client’s payment of all applicable fees and costs, Allied Universal grants Client a limited, non-exclusive, non-transferrable, non-sublicensable right and license to use the HELIAUS Services during the subscription term for Client’s internal business purposes according to the restrictions set forth in these Service Terms and the Agreement. Allied Universal hereby agrees at its expense to use commercially reasonable measures to provide to Client subject to these Service Terms and any scheduled downtime, force majeure event, or other event outside of Allied Universal’s reasonable control. To the extent Client elects to obtain any Allied Universal smartphones or other hardware and/or equipment as may be set forth in a schedule to these Service Terms or as otherwise agreed to by the parties in writing (the “Equipment”), upon receipt Client accepts the Services and the Equipment as being in good and acceptable condition. Subject to the terms and conditions of these Service Terms, Client shall have a non-exclusive, non-transferable, revocable, limited subscription to access the HELIAUS Services for Client’s internal use only.
 - 1.1. **RESTRICTIONS:** Client shall not, and shall not permit any third party to: (i) modify or create any derivative works based on the HELIAUS Services or any portion thereof, or content stored thereto; (ii) reproduce the Services; (iii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the HELIAUS Services or provide access to the HELIAUS 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 HELIAUS 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 Services or content stored thereto; or (vi) use the HELIAUS Services or content stored thereto other than as provided herein, including as limited in **Attachment A**.
 - 1.2. **HARDWARE:** It is further agreed that, with the exception of the Equipment, none of the associated hardware and/or other equipment associated with HELIAUS Services or used to access the HELIAUS Services, including, but not limited to, routers, networks, cell equipment, computers and/or devices, is owned by or the responsibility of Allied Universal.
 - 1.3. **AVAILABILITY:** Client acknowledges and agrees that the HELIAUS Services, and Allied Universal’s rights hereto may be fulfilled, executed, delivered, provided, and/or serviced by third parties and such third parties and their agents and assigns (“Technical Providers”) and such Technical Providers or Allied Universal shall be granted all necessary access to its facilities. In the event of termination or expiration of these Service Terms or the Agreement for any reason, Allied Universal shall have no obligation to ensure and/or provide continuation of the HELIAUS Services or access thereto. Client hereby acknowledges that the Technical Providers disclaim and make no representation or warranty with respect to the HELIAUS Services or any portion thereof, and assume no liability for any claim that may arise with respect to the HELIAUS Services or Client’s use or inability to use the HELIAUS Services. Sections 1.1, 1.2, 1.3, 4.1, 6-12, and 15 of these Service Terms shall survive any termination of the Terms or Agreement.
2. **HOSTING AND SUPPORT:** Allied Universal reserves the right to arrange for third party hosting of the HELIAUS Services. Allied Universal shall provide Client with information sufficient to allow Client to access the HELIAUS Services through a Web browser. Client is responsible for providing, at Client’s own expense, all necessary telephone lines, Internet connections, equipment, software (including a compatible Web browser), and services for Client to effectively access the HELIAUS 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 HELIAUS Services. Allied Universal or a Technical Provider will use commercially reasonable efforts to support the HELIAUS Services, and maintain its accessibility for Client during the subscription term; provided, however that Allied Universal makes no representation of availability of the HELIAUS Services. As they become available, Allied Universal may provide Client with updates and upgrades relating to the HELIAUS Services.
 3. **DEFAULTS:** If Client fails to keep the HELIAUS Services reasonably secure (e.g. failing to prohibit third party access) or fails to substantially perform or fulfill any material obligation under these Service Terms, Client shall be in default of these Service Terms, provided, however, that Client shall have five (5) days from the date of notice of default by Allied Universal to cure the default (if such default is capable of being cured). In the event Client does not cure a default or such default is not capable of being cured in Allied Universal’s sole discretion, Allied Universal may at Allied Universal’s option (a) cure such default and the cost of such action may be added to Client’s financial obligations under these Service Terms; or (b) declare Client in default of the Service Terms. In the event of default, Allied Universal may, as permitted by law, terminate access to the HELIAUS Services. Termination of the Service Terms will not terminate the Agreement or Client’s continued payment obligations for the HELIAUS Services until the end of the then-current subscription term.
 4. **USE OF EQUIPMENT AND HELIAUS SERVICES:** Client shall be entitled to possession of the Equipment and the right to access the HELIAUS Services on the first day of the subscription term. At the expiration of the subscription term or upon termination, Client shall surrender the Equipment to Allied Universal by delivering the Equipment to Allied Universal or Allied Universal’s agent in good condition and working order, ordinary wear and tear excepted, substantially as it was at the commencement of the HELIAUS Services (except for enhancements or other changes which may have been installed with Allied Universal’s knowledge during the subscription term). In the event that Client does not access the HELIAUS Services within 30 days or at the expiration of the subscription term or upon termination, Client’s right to access the HELIAUS shall immediately terminate, all rights granted hereunder will be immediately and automatically revoked, and all licenses are immediately revoked and void. In the event the Equipment is lost or damaged beyond repair and such loss or damage is not due to Allied Universal’s negligence, Client shall pay to Allied Universal the replacement cost of the Equipment.
 - 4.1 **PROPER USE:** Client shall only use HELIAUS Services in a careful and proper manner and will comply with all laws, rules, ordinances, statutes, orders, and instructions from Allied Universal regarding the use, maintenance, and storage thereof. Client shall keep the Equipment and HELIAUS 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 Equipment or HELIAUS 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, Allied Universal may provide reasonable software customization services, data conversion services, data retrieval services, and additional reports (“Customization Services”). Such Customization Services shall be provided at Allied Universal’s then-current standard rates, or as agreed in writing by Allied Universal and Client. Allied Universal will respond to such requests within a reasonable time after receipt of Client’s written request. Allied Universal makes no representation that all requests for Customization Services can be honored.
 - 4.3 **PHONE LINE PORTING:** In the event Client requests Allied Universal to port or transfer phone number(s) from Client or its service provider to Allied Universal and/or its service provider, Client authorizes Allied Universal to

assume control and ownership of the phone number in order to provide HELIAUS Services to Client. Client shall be responsible for any and all transfer and termination fees, past due amounts, unlocking fees and other fees that arise prior to the port or transfer of the phone number. Client shall provide Allied Universal with all necessary assistance and cooperation in connection with porting or transferring the phone number. Allied Universal disclaims and makes no representations, warranty or guarantees of any kind for phone calls made to the Equipment. Client acknowledges that Allied Universal has no responsibility to port or transfer ownership of the phone numbers to Client upon termination of this Agreement.

5. **ALLIED UNIVERSAL REPRESENTATIONS:** Allied Universal hereby represents and warrants to Client that (a) it has the ability to provide the HELIAUS Services as provided in these Service Terms, (b) it will, in the performance of these Service Terms, comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances, and (c) the HELIAUS Services will conform in all material respects with any specifications agreed to by Allied Universal in writing. Allied Universal and/or Technical Provider reserve the right to make changes or improvements to the HELIAUS Services without notice to Client, subject to its business policies, technologies, practices, and procedures. Notwithstanding the foregoing, Allied Universal will not make changes which materially degrade the features or functionality of the HELIAUS Services without providing Client the ability to terminate these Service Terms.
6. **CUSTOMER REPRESENTATIONS:** Client hereby represents and warrants to Allied Universal that (a) access to the HELIAUS Services is solely for use in the conduct of 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 HELIAUS Services, and (c) any data uploaded to the Equipment and/or HELIAUS 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. **WARRANTY DISCLAIMER:** EXCEPT AS SET OUT HEREIN, ALLIED UNIVERSAL MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF AND ON BEHALF OF THE TECHNICAL PROVIDERS 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 HELIAUS SERVICES WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR THAT THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. ALLIED UNIVERSAL DISCLAIMS ANY WARRANTY THAT THE HELIAUS 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 HELIAUS SERVICES ARE NOT INSURANCE OR GUARANTEES THAT SUCH WILL NOT OCCUR.
8. **DATA:** Data, including all information that identifies Client and/or contains PII (as defined below), collected or generated through Client's use of the HELIAUS Services involving post checks and GPS data (the "Tracking Data") and incident reporting and daily activity reports ("Reporting Data") shall be owned by Client. Notwithstanding the foregoing, Allied Universal will have the right to access the Tracking and Reporting Data at any time and retain a copy of such data upon termination of the Agreement and/or the Service Terms. Client shall be responsible for costs associated with and timely response to third party requests (including requests from Allied Universal employees) involving data protection regulations, including but not limited to the California Consumer Privacy Act as amended, in connection with the collection, processing, disclosure, subject access requests, retention, and transfer of Reporting Data, including the verification of such requests. If Client submits a data subject access request to Allied Universal, Client shall provide confirmation of the requestor's identity and standing to submit the request. Allied Universal may reject requests that do not include such confirmation. Allied Universal will perform reasonable diligence of acceptable requests and notify Client if Allied Universal determines it is exempt from obligations under the applicable data protection regulation. Client agrees to accept Allied Universal's reasonable determination of its exemption from the obligation. Client agrees that all Tracking and Reporting Data shall be retained and used only for business purposes as defined by applicable law and that Client will not sell or share this data except as specifically contemplated herein. All other information or data not specifically identified herein, regardless of whether Client may have access to such data, remains the property of Allied Universal or is assigned to Allied Universal. Allied Universal reserves the right to delete any stored Tracking Data from its systems after 120 days and any stored Reporting Data after 365 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. 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 30 days of any expiration or termination of these Service Terms, Client shall have the right to obtain a copy of the stored Tracking and Reporting Data if Client's request is within the business purpose of this Agreement upon request to Allied Universal which data shall be provided in a format reasonably determined by Allied Universal.
9. **OWNERSHIP:** The HELIAUS Services are licensed, (and Equipment contained therein leased) to Client and not sold. As between the parties, the HELIAUS 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 Allied Universal or the Technical Provider, even if installed in or attached to real property by Client. Except as expressly provided herein, Allied Universal or the Technical Provider shall retain all right, title, and interest in and to the Equipment and HELIAUS 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 Allied Universal or the Technical Provider related to the HELIAUS Services and the Customization Services, and any intellectual property rights relating to the foregoing shall be collectively deemed "Feedback". Allied Universal shall own all Feedback, and Client agrees to assign and hereby assigns to Allied Universal all of its rights, title, and interest in and to such Feedback. To the extent that the foregoing assignment is ineffective for whatever reason, Client agrees to grant and hereby grants to Allied Universal 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 such Feedback and derivatives thereof without restriction. Client agrees to promptly execute any documents prepared by Allied Universal consistent with this section.
11. **SEVERABILITY:** If any part or parts of these Service Terms shall be held unenforceable for any reason, the remainder of these Service Terms shall continue in full force and effect. If any court of competent jurisdiction deems any provision of these Service 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 Allied Universal's willful misconduct or grossly negligent acts, Client, to the fullest extent permitted by law, will indemnify, defend, and hold Allied Universal, 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, any data privacy obligations; or (iii) Client's breach of the Service Terms or the Agreement. Allied Universal 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 HELIAUS Services infringe, violate, or misappropriate any valid U.S. patents, registered copyrights and registered trademarks. Allied Universal 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 HELIAUS Services, or any portion thereof, with any products, services, or other item of Client or any third party. Should the HELIAUS Services or any part thereof become, or in Allied Universal'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 HELIAUS Services; (2) replace or modify the affected portion of the HELIAUS Services so that the use thereof becomes non-infringing or otherwise lawful; or (3) terminate these Service 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 Allied Universal'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 its 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 and indemnification requirements in the Agreement as they relate to the HELIAUS Services and Client shall look only to this provision in relation to the HELIAUS Services.

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 HELIAUS Services.
14. **BINDING EFFECT:** The covenants and conditions contained in these Service Terms shall apply to and bind Allied Universal and Client and the heirs, legal representatives, successors and permitted assigns of Allied Universal and Client. These Service Terms shall survive termination or expiration of the HELIAUS 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 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.

