

## 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 Service Terms (together with the Agreement and, if applicable, **Addendum A** (HELIAUS Gov)) 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 Service 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.

**Scope and order of precedence.** These Service Terms address terms specific to the HELIAUS Services and are incorporated into, and form part of, the Agreement. If there is a conflict between these Service Terms and the Agreement, the Agreement controls *except* that Sections 1 (HELIAUS Services; License; Authorized Users), 1.1 (Use Restrictions), 8 (Data), 9 (Third-Party Applications), 10 (Ownership), and 11 (Feedback), and **Addendum A** (if applicable) will control with respect to the HELIAUS Services.

**1 HELIAUS SERVICES; LICENSE; AUTHORIZED USERS:** In consideration of Client’s timely payment of all applicable fees and costs, Allied Universal grants Client a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right and license to access and use the HELIAUS Services solely during the subscription term, exclusively for Client’s internal business purposes, and strictly in accordance with these Service Terms, the Agreement, **Attachment A**, and (if applicable) **Addendum A**. The license does not permit any use by third parties or for the benefit of any entity other than Client. “**Authorized Users**” means (i) Client’s employees and contractors who are individually authorized by Client to access the HELIAUS Services solely on Client’s behalf, and (ii) Allied Universal personnel providing services to Client under the Agreement who access the HELIAUS Services for Client’s benefit. Client shall ensure that all Authorized Users comply with these Service Terms and the Agreement and shall be fully responsible and liable for any acts or omissions of Authorized Users or any other person who accesses the HELIAUS Services through Client’s accounts or credentials. Any unauthorized access, use, or disclosure of the HELIAUS Services shall constitute a material breach of these Service Terms. If Client elects to obtain Allied Universal devices or other hardware/equipment for use with the HELIAUS Services as may be set forth in a schedule or otherwise agreed in writing (the “**Equipment**”), then upon receipt Client shall be deemed to have accepted the Equipment as being in good and acceptable condition, ordinary wear and tear excepted.

**1.1. USE RESTRICTIONS:** To protect the proprietary rights and interests of Allied Universal, Client shall not, and shall not permit any third party or any Authorized User to, directly or indirectly, engage in any of the following activities with respect to the HELIAUS Services or any part thereof, except as expressly authorized in writing by Allied Universal or as otherwise expressly permitted under these Service Terms, **Attachment A**, and (if applicable) **Addendum A**:

- modify, translate, or create derivative works of the HELIAUS Services or any portion thereof;
- copy, reproduce, or mirror the HELIAUS Services (except as expressly permitted in the HELIAUS Services);
- sublicense, distribute, sell, lend, rent, lease, transfer, assign, or otherwise make the HELIAUS Services available to any third party (including on a service bureau, timesharing, or similar basis);
- decompile, disassemble, reverse engineer, reverse assemble, analyze, or otherwise attempt to derive or discover source code, underlying ideas, algorithms, structure, or know-how of the HELIAUS Services (except to the limited extent such restriction is prohibited by applicable law);
- remove, modify, alter, destroy, or obscure any logos, trademarks, patent or copyright notices, confidentiality or proprietary legends, or other notices or markings contained within the HELIAUS Services;
- use any automated means (including scripts, bots, spiders, scrapers, crawlers, or similar technologies) to access, extract, or harvest data from the HELIAUS Services, except as expressly permitted by the HELIAUS Services’ export functionality;
- access or use the HELIAUS Services to conduct competitive analysis, benchmarking, or to develop, train, or improve any product or service that is competitive with the HELIAUS Services;
- use the HELIAUS Services or any data, reports, screens, or outputs from the HELIAUS Services to train or develop artificial intelligence or machine learning models (including large language models), except with Allied Universal’s prior written consent;
- probe, scan, test, or attempt to breach or circumvent any security, authentication, or access-control measures of the HELIAUS Services

(including by penetration testing) without Allied Universal’s prior written consent; or

- use the HELIAUS Services other than as provided herein, including as limited in **Attachment A**.

**1.2. HARDWARE:** Except for the Equipment as expressly defined herein, all hardware, devices, and equipment used in connection with or to access the HELIAUS Services, including, without limitation, routers, networks, cellular equipment, computers, and any other devices, are and shall remain the sole property and responsibility of the Client or applicable third parties. Allied Universal does not own, control, maintain, or bear any responsibility or liability for any such hardware, devices, or equipment, other than the specifically defined Equipment. For the avoidance of doubt, Allied Universal shall have no obligation or liability of any kind (whether direct, indirect, contractual, tort, or otherwise) arising from or relating to the procurement, installation, operation, maintenance, support, or failure of any hardware, devices, or equipment used to access the HELIAUS Services, except for the Equipment as expressly provided herein.

**1.3. AVAILABILITY:** Client acknowledges and agrees that Allied Universal, in its sole and absolute discretion, may fulfill, execute, deliver, provide, and/or service the HELIAUS Services, and exercise any and all rights and obligations related to the HELIAUS Services, directly or through one or more third parties, including but not limited to their agents, affiliates, contractors, subcontractors, licensors, service providers, and assigns (collectively, “**Technical Providers**”). Client shall, upon request, provide Allied Universal and its Technical Providers with prompt and reasonable access to its facilities and systems as necessary for the provision, support, maintenance, or discontinuation of the HELIAUS Services. Allied Universal and its Technical Providers shall have no obligation or liability whatsoever to continue, maintain, or provide access to the HELIAUS Services, or any related data or functionality, following any termination or expiration of these Service Terms or the Agreement for any reason, and Client expressly waives any right to continued access or use thereafter. To the fullest extent permitted by law, Allied Universal and its Technical Providers expressly disclaim all representations, warranties, guarantees, and conditions, whether express, implied, statutory, or otherwise, including without limitation any warranties of merchantability, fitness for a particular purpose, title, non-infringement, uninterrupted service, or error-free operation, with respect to the HELIAUS Services or any portion thereof. Neither Allied Universal nor its Technical Providers shall have any liability or responsibility of any kind (whether direct, indirect, consequential, incidental, special, punitive, or otherwise, and whether in contract, tort, or otherwise) for any claims, damages, losses, costs, or expenses arising out of or relating to the HELIAUS Services, the use or inability to use the HELIAUS Services, or any acts or omissions of Technical Providers. The following sections of these Service Terms shall survive any termination or expiration of the Service Terms or the Agreement : Sections 1.1, 1.2, 1.3, 4.1, 6-12, 14, 15, and any other provisions which by their nature are intended to survive, including but not limited to those relating to indemnification, limitations of liability, confidentiality, and disclaimers of warranties.

**2. HOSTING AND SUPPORT:** Allied Universal, in its sole and absolute discretion, may arrange for third party hosting, provision, or support of the HELIAUS Services, and may fulfill any or all of its obligations through Technical Providers (as defined herein) without notice or consent from Client. Allied Universal shall have no obligation to provide any specific information or instructions regarding access to the HELIAUS Services, except as Allied Universal, in its sole discretion, deems necessary. Client is solely and entirely responsible, at its own cost and risk, for obtaining, maintaining, and configuring all telephone lines, Internet connections,

equipment, software (including compatible Web browsers), and any other resources or security measures necessary to access and use the HELIAUS Services, and for ensuring that its internal systems remain compatible with and optimized for the HELIAUS Services. Allied Universal and its Technical Providers will use commercially reasonable efforts to support the HELIAUS Services and maintain accessibility for Client during the subscription term; however, Allied Universal makes no representation, warranty, or guarantee regarding the availability, uptime, or uninterrupted operation of the HELIAUS Services, and expressly disclaims any liability for any unavailability or inaccessibility. Any updates or upgrades to the HELIAUS Services shall be provided, if at all, solely at Allied Universal's discretion, and Allied Universal shall have no obligation to provide any updates or upgrades, nor any warranty or guarantee regarding the timing, effect, or outcome of any such updates or upgrades.

3. **DEFAULTS:** Client shall be in default of these Service Terms upon (a) any failure to keep the HELIAUS Services secure, including but not limited to permitting or failing to prevent any unauthorized or third party access; (b) any failure to perform, fulfill, or comply with any obligation, representation, or warranty under these Service Terms; or (c) any other act or omission that, in Allied Universal's sole and absolute discretion, threatens the integrity, security, or operation of the HELIAUS Services. Allied Universal shall have no obligation to provide notice of default or any opportunity to cure; however, if Allied Universal elects to provide notice or an opportunity to cure, any cure period shall be as determined by Allied Universal in its sole and absolute discretion, and Allied Universal may determine, in its sole and absolute discretion, whether any default is capable of cure. Upon any default, Allied Universal may, at its option and without limitation, (i) cure such default and add the cost of such action to Client's financial obligations under these Service Terms; (ii) declare Client in default of the Service Terms; and/or (iii) immediately terminate or suspend Client's access to the HELIAUS Services, as permitted by law. Termination or suspension 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's entitlement to possession of the Equipment and access to the HELIAUS Services is expressly conditioned upon (a) Client's full and timely payment of all fees and charges due under these Service Terms, (b) Client's strict compliance with all terms and conditions of the Agreement and these Service Terms, (c) Client's compliance with all applicable laws, rules, ordinances, statutes, and orders, and (d) Allied Universal's sole and absolute discretion. Allied Universal may issue instructions regarding the use, maintenance, and storage of the Equipment and HELIAUS Services, and Client shall strictly comply with all such instructions. Allied Universal may withhold, suspend, or revoke access to the Equipment and/or HELIAUS Services at any time, with or without notice, for nonpayment, noncompliance, suspected or actual violation of any law or regulation, breach of any term of the Agreement or these Service Terms, or for any reason in Allied Universal's sole and absolute discretion, without liability. Client shall only use the Equipment and HELIAUS Services in a careful and proper manner, and shall keep the Equipment and HELIAUS Services free and clear of any liens or other encumbrances. Client shall 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, and shall secure and maintain during the subscription term any permits or professional licenses that may be required, at Client's sole cost and expense. At the expiration of the subscription term or upon termination for any reason, Client shall, at its sole cost and expense, promptly (and in no event later than five (5) business days) surrender and deliver the Equipment to Allied Universal or its designated agent in good condition and working order, ordinary wear and tear excepted, and in a condition satisfactory to Allied Universal. Allied Universal shall have the right to inspect and determine, in its sole and absolute discretion, whether the Equipment is in satisfactory condition. Failure to comply with any provision of this section, including but not limited to failure to return the Equipment as required, failure to comply with instructions, or failure to maintain legal compliance, shall constitute a material breach. Upon expiration of the subscription term, termination of these Service Terms, or if Client fails to access the HELIAUS Services at any time, Client's right to access the HELIAUS Services shall immediately and automatically terminate, all rights and licenses granted hereunder shall be immediately and automatically revoked and void, and Allied Universal shall have no obligation to provide continued access or reinstatement. In the event the Equipment is lost, stolen, destroyed, or damaged (other than as a result of Allied Universal's negligence or willful misconduct), Client shall be liable for and shall pay to Allied Universal, immediately upon demand, the full replacement cost of the Equipment as determined by Allied Universal in its sole and absolute discretion. Client shall also be responsible for all costs, expenses, and damages (including

attorneys' fees and costs) incurred by Allied Universal in enforcing its rights under this section or recovering the Equipment. These remedies are cumulative and in addition to any other rights or remedies available to Allied Universal at law or in equity.

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, in its sole and absolute discretion, determine whether to provide any software customization services, data conversion services, data retrieval services, and/or additional reports ("Customization Services"). Allied Universal shall have no obligation to accept any request for Customization Services and may reject any such request for any reason or no reason at all. If Allied Universal elects to provide Customization Services, such services shall be provided only at Allied Universal's then-current standard rates, payable in advance or as otherwise agreed in writing by Allied Universal, and subject to any additional terms and conditions imposed by Allied Universal. Allied Universal will use commercially reasonable efforts to respond to such requests within a reasonable time after receipt of Client's written request, but shall have no liability for any delay or failure to respond or perform. Allied Universal makes no representation or warranty that any or all requests for Customization Services can or will be honored, and shall not be liable for any refusal, delay, or inability to provide such services for any reason.

4.3 **PHONE LINE PORTING:** If requested by Client, Allied Universal may, in its sole and absolute discretion, determine whether to port or transfer any phone number(s) from Client or its service provider to Allied Universal and/or its service provider. Allied Universal shall have no obligation to accept any request for porting or transferring phone numbers and may reject any such request for any reason or no reason at all. If Allied Universal elects to proceed with porting or transferring a phone number, Client authorizes Allied Universal to assume control and ownership of the phone number solely for the purpose of providing HELIAUS Services to Client. All costs, including but not limited to transfer and termination fees, past due amounts, unlocking fees, and any other charges arising before, during, or after the port or transfer, shall be the sole responsibility of Client. Client shall provide all necessary assistance, information, and cooperation as requested by Allied Universal in connection with any porting or transfer process. Allied Universal disclaims and makes no representations, warranties, or guarantees of any kind regarding the porting, transfer, use, or operation of any phone number or for phone calls made to the Equipment. Client acknowledges and agrees that Allied Universal has no obligation or responsibility to port or transfer ownership of any phone number(s) to Client or any third party upon termination or expiration of this Agreement, or at any other time, and shall have no liability for any refusal, delay, or inability to port or transfer any phone number for any reason.

5. **ALLIED UNIVERSAL REPRESENTATIONS:** Allied Universal represents and warrants to Client only that (a) it has the corporate power and authority to enter into these Service Terms and to provide the HELIAUS Services as generally described herein, and (b) it will use commercially reasonable efforts to comply with applicable federal, state, provincial, territorial, and local laws, rules, and regulations in the performance of these Service Terms. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALLIED UNIVERSAL MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The HELIAUS Services are provided "AS IS" and may not conform to any specifications except as expressly agreed to in writing by Allied Universal. Allied Universal and/or Technical Provider reserve the right, in their sole discretion, to make changes, modifications, or improvements to the HELIAUS Services at any time without notice to Client, including changes that may affect features or functionality. Allied Universal shall have no liability for any such changes and shall not be required to provide Client with the right to terminate these Service Terms as a result of any modification, unless such modification results in a material and permanent discontinuance of the core HELIAUS Services.

6. **CUSTOMER REPRESENTATIONS:** Client represents, warrants, and covenants to Allied Universal that: (a) access to and use of the HELIAUS Services and Equipment is solely for Client's internal business purposes and will not be provided or made available to any third party except as expressly authorized in writing by Allied Universal; (b) Client shall, at its sole cost and expense, strictly comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances in connection with its access to and use of the HELIAUS Services and Equipment; (c) Client is solely responsible for obtaining, maintaining, and documenting all consents, authorizations, and permissions required for any data or information uploaded, transmitted, or processed through the HELIAUS Services and Equipment, including but not limited to consents from individuals whose data is collected, and shall indemnify, defend, and hold harmless Allied Universal from and against any claims, damages, or liabilities arising from Client's failure to obtain such consents; and (d) Client acknowledges that Allied Universal shall have no responsibility or liability for Client's compliance with applicable laws or for the legality, accuracy, or adequacy of any data provided by Client. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CLIENT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, AND ALLIED UNIVERSAL EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR CLIENT'S FAILURE TO COMPLY WITH THE FOREGOING OBLIGATIONS.
7. **WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY:** EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALLIED UNIVERSAL, ON ITS OWN BEHALF AND ON BEHALF OF ITS TECHNICAL PROVIDERS, SUPPLIERS, AND LICENSORS, MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, DATA LOSS, ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ALLIED UNIVERSAL DOES NOT WARRANT THAT THE HELIAUS SERVICES, EQUIPMENT, OR ANY DELIVERABLES WILL MEET CLIENT'S REQUIREMENTS, WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NEITHER ALLIED UNIVERSAL NOR ITS TECHNICAL PROVIDERS, SUPPLIERS, OR LICENSORS SHALL BE LIABLE FOR ANY INTERRUPTIONS, ERRORS, OMISSIONS, DELAYS, LOSSES, OR DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE HELIAUS SERVICES OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALLIED UNIVERSAL FURTHER DISCLAIMS ANY WARRANTY THAT THE HELIAUS SERVICES OR EQUIPMENT MAY NOT BE COMPROMISED, CIRCUMVENTED, OR WILL PREVENT ANY PERSONAL INJURY, BUSINESS LOSS, OR PROPERTY LOSS BY BURGLARY, ROBBERY, FIRE, OR OTHERWISE. CLIENT ACKNOWLEDGES AND AGREES THAT THE HELIAUS SERVICES AND EQUIPMENT ARE NOT INSURANCE, DO NOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR, AND THAT CLIENT IS SOLELY RESPONSIBLE FOR OBTAINING INSURANCE COVERAGE AS IT DEEMS APPROPRIATE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ALLIED UNIVERSAL AND ITS TECHNICAL PROVIDERS, SUPPLIERS, AND LICENSORS FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE HELIAUS SERVICES SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THE HELIAUS SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.
8. **DATA:** Subject to the Agreement and, if applicable, **Addendum A**, the following applies to Tracking Data and Reporting Data. If Client's use of the HELIAUS Services involves federal government information, systems, facilities, contracts, or other circumstances that require compliance with the Federal Acquisition Regulation ("FAR"), agency-specific acquisition regulations or clauses, cybersecurity frameworks, data protection obligations, or other legal requirements applicable to federal programs, then **Addendum A** shall apply. To the extent of a conflict between **Addendum A** and these Service Terms regarding such requirements, **Addendum A will control**.
- 8.1 **Ownership.** Data 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 (the "Reporting Data") shall be owned by Client.
- 8.2 **Allied Universal access and retention.** Notwithstanding the foregoing, Allied Universal will have the right to access the Tracking Data and Reporting Data at any time for purposes of performing the Agreement, operating the HELIAUS Services, supporting and maintaining the HELIAUS Services, addressing security issues, complying with law, and enforcing these Service Terms, and may retain copies of such data after termination of the Agreement and/or these Service Terms to the extent reasonably necessary for the foregoing purposes (including backup, audit, dispute, or legal compliance).
- 8.3 **Data protection requests; Client cooperation and costs.** Client shall be solely responsible for all cost, expenses, and efforts associated with responding to any third-party requests (including requests from Allied Universal employees or regulatory authorities) 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 Tracking Data and Reporting Data. If Client submits a data subject access request to Allied Universal, Client shall provide sufficient confirmation of the requestor's identity and legal standing to submit the request, and Allied Universal may, in its sole discretion, reject any requests that do not include such confirmation or that are deemed unreasonable, excessive, or not required by applicable law. Allied Universal will determine, in its sole discretion, whether it is exempt from obligations under any applicable data protection regulation, and Client agrees to accept Allied Universal's determination as final. Any additional costs or resources incurred by Allied Universal in responding to Client's requests or regulatory inquiries shall be reimbursed by Client upon demand. Client agrees not to sell, share or otherwise disclose Tracking Data or Reporting Data except as expressly permitted by Allied Universal in writing or as required by law.
- 8.4 **Retention and deletion.** Allied Universal reserves the right, in its sole discretion, to determine the duration for which Tracking Data and Reporting Data are retained and to delete any or all such data from its systems at any time, with or without notice to Client, unless otherwise expressly agreed in a separate written agreement signed by both parties. Allied Universal makes no representation or warranty that any requests for storage beyond its standard retention periods will be honored, and may decline any such requests at its sole discretion. Any costs or fees associated with extended storage or retrieval of data requested by Client shall be borne exclusively by Client.
- 8.5 **Export upon termination.** Within 30 days after expiration or termination of these Service Terms, Client may request a copy of stored Tracking Data and Reporting Data, provided such request is consistent with the business purpose of the Agreement and applicable law. Allied Universal shall have sole discretion to determine the format, scope, and timing of any data export, and may charge Client reasonable fees for any such export. Allied Universal is not obligated to provide any data export if Client is in breach of the Agreement or if such export would violate Allied Universal's policies or applicable law. Any failure by Client to request export within the 30-day period shall result in waiver of any rights to such data.
9. **THIRD-PARTY APPLICATIONS:** If Client requests that Allied Universal utilize, integrate, or enable a third-party application in connection with the HELIAUS Services (including any third-party application that collects or processes PII), Client shall: (i) comply with all terms and conditions set forth in the Agreement and these Service Terms; (ii) be solely responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of PII by or under the control of the third-party application, and Allied Universal shall have no responsibility or liability for any acts or omissions of such third-party application; (iii) provide prompt written notice to Allied Universal if any data collected, processed, or stored by the third-party application contains PII or if there is any change in the nature of such data; and (iv) verify and ensure that the third-party application employs and maintains reasonable security measures to protect PII in accordance with accepted industry standards, including but not limited to ISO/IEC 27001, ISO/IEC 27002, the NIST Cybersecurity Framework, or other applicable industry standards for information security. Allied Universal will not be responsible for determining, monitoring, or verifying whether any information collected or processed by the third-party application contains PII or for the adequacy of the third-party application's security measures. Client shall promptly notify Allied Universal in writing of any actual or suspected data breach or security incident involving the third-party application. Client shall be solely responsible for providing all required notifications regarding such breach, for compliance with all applicable laws and legal mandates, and for all costs, expenses, and liabilities arising from or related to any data breach or unauthorized handling of PII by the third-party application.

Client shall promptly reimburse Allied Universal for any actual reasonable costs or expenses incurred by Allied Universal as a result of any data breach or unauthorized handling of PII by the third-party application, including but not limited to investigation, remediation, notification, and legal compliance costs.

10. **OWNERSHIP:** The HELIAUS Services are licensed, and any Equipment contained therein is leased, to Client and not sold, transferred, or assigned. Client acquires only a limited, non-exclusive, non-transferable right to use the HELIAUS Services and Equipment strictly in accordance with this Agreement. As between the parties, the HELIAUS Services, the Equipment, and any and all improvements, enhancements, inventions, modifications, feedback, or derivative works made with respect thereto, whether by or on behalf of Client or otherwise, are and shall at all times be and remain the sole and exclusive property of Allied Universal or its Technical Provider, even if installed in or attached to real property by Client. Client shall not acquire any ownership interest or other rights in the HELIAUS Services, Equipment, or any related intellectual property, except for the limited rights expressly granted herein. Except as expressly provided herein, Allied Universal or the Technical Provider retains and reserves all right, title, and interest in and to the HELIAUS Services, Equipment, and all associated intellectual property rights, including but not limited to all patents, copyrights, trademarks, trade secrets, and other proprietary rights, whether existing now or in the future. Any attempt by Client to reverse engineer, decompile, disassemble, copy, modify, or create derivative works of the HELIAUS Services or Equipment is strictly prohibited. This provision shall survive the termination or expiration of this Agreement.
11. **FEEDBACK:** Any and all ideas, suggestions, guidance, content, inventions, improvements, enhancements, or other information, including any intellectual property rights therein, disclosed, provided, or otherwise made available by Client to Allied Universal or the Technical Provider relating to the HELIAUS Services or the Customization Services (collectively, "Feedback") shall be the sole and exclusive property of Allied Universal. Client hereby irrevocably assigns, transfers, and conveys to Allied Universal, without further consideration, all right, title, and interest worldwide in and to all Feedback, including all associated intellectual property rights, and agrees that such assignment is present and automatic upon creation. To the extent that any such rights, title, or interest in Feedback cannot be effectively assigned to Allied Universal for any reason, Client hereby grants to Allied Universal an exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (with the unrestricted right to grant and authorize sublicenses) to use, reproduce, modify, adapt, prepare derivative works of, display, perform, make, have made, import, offer for sale, sell, distribute, and otherwise exploit such Feedback and any derivatives thereof, for any purpose and without restriction. Client further agrees to promptly execute and deliver any documents and take any actions reasonably requested by Allied Universal to effect, evidence, or confirm Allied Universal's ownership of Feedback and related rights. Client waives any and all moral rights or similar rights in Feedback to the maximum extent permitted by law.
12. **SEVERABILITY:** If any provision or part of these Service Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of the remaining provisions, which shall continue in full force and effect. The parties expressly intend that the original intent and purpose of these Service Terms be preserved to the greatest extent possible. If any provision is found to be invalid or unenforceable, Allied Universal shall have the right, at its sole discretion, to propose and implement a valid and enforceable substitute provision that most closely reflects the original intent and economic effect of the invalid or unenforceable provision, and the parties agree to adopt such substitute provision. If limiting any provision would render it valid, then such provision shall be deemed to be so limited. This severability clause is intended to maximize the enforceability of these Service Terms in favor of Allied Universal.
13. **INDEMNIFICATION:** Except for damages, claims, or losses resulting solely from Allied Universal's willful misconduct or gross negligence, Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Allied Universal, its affiliates, officers, directors, employees, and agents from and against any and all liabilities, losses, damages, costs (including attorney's fees and costs), claims, judgments, settlements, penalties, or expenses of any kind, arising out of or relating to: (i) injury to or death of any person, or damage to property (including but not limited to data and cyber incidents), regardless of cause except as expressly excluded above; (ii) Client's failure to comply with any applicable laws, regulations, or contractual obligations, including, but not limited to, any data privacy or security obligations; (iii) Client's breach of these Service Terms or the Agreement; or (iv) any acts or omissions of Client, its employees, agents, or contractors. Client's indemnity obligations shall apply regardless of any concurrent or contributory fault or negligence of Allied Universal, except to the extent of Allied Universal's sole willful misconduct or gross negligence. Allied Universal's indemnity obligations to Client are strictly limited to losses or claims arising solely from a final, non-appealable judgment that the HELIAUS Services, as provided by Allied Universal and used in accordance with the documentation, directly infringe valid U.S. patents, registered copyrights, or registered trademarks. Allied Universal shall have no indemnity obligations for any claims arising from: (a) modifications to the HELIAUS Services not made by Allied Universal; (b) use of the HELIAUS Services in combination with any products, services, or items not provided by Allied Universal; (c) Client's failure to use updated or modified versions of the HELIAUS Services provided by Allied Universal to avoid infringement; or (d) compliance with Client's instructions or specifications. If the HELIAUS Services, or any part thereof, become or, in Allied Universal's opinion, are likely to become the subject of a claim of infringement, Allied Universal may, at its sole option and expense: (1) procure for Client the right to continue using the HELIAUS Services; (2) replace or modify the HELIAUS Services so that they become non-infringing; or (3) terminate these Service Terms as to the affected HELIAUS Services and refund to Client any prepaid but unused fees as of the date of termination. This section states Client's exclusive remedy and Allied Universal's sole liability for any infringement claims. Client hereby waives all rights of subrogation against Allied Universal and its insurers and agrees to maintain, at its own expense, insurance policies for general commercial liability, cyber and privacy claims, personal injury, and property damage, with coverage and limits sufficient to fulfill its indemnification and defense obligations under these Service Terms. Allied Universal's insurance obligations are limited solely to maintaining insurance coverage as expressly required by this provision, and any broader insurance or indemnification requirements elsewhere in the Agreement shall not apply to the HELIAUS Services. Client acknowledges and agrees that it shall look exclusively to this provision for all insurance and indemnification matters relating to the HELIAUS Services, and that Allied Universal's liability under these Service Terms is strictly limited as set forth herein.
14. **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.
15. **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.
16. **CONFIDENTIAL MATERIAL:** Both parties expressly acknowledge and agree that they have a legal responsibility to keep all Personally Identifiable Information ("PII") private and confidential, in accordance with all applicable laws. Both parties further agree and acknowledge that PII constitutes Confidential Information, and that neither party shall obtain, nor claim, any ownership or proprietary rights in or to such PII beyond those rights they previously held. Both Allied Universal and Client recognize that PII may be subject to subscriber privacy protections under applicable data security and privacy laws, including but not limited to federal, state, and local regulations. Each party agrees to use, collect, disclose, and store PII strictly in compliance with all applicable laws and regulations governing such information, and to implement reasonable safeguards to protect the confidentiality and integrity of PII. Any unauthorized use, disclosure, or access to PII shall be promptly reported to the other party and addressed in accordance with applicable law.

## ADDENDUM A

### HELIAUS GOV SERVICES

**A1. APPLICABILITY; ORDER OF PRECEDENCE.** This Addendum A (“Addendum A”) supplements the HELIAUS Software-as-a-Service (SaaS) Terms (the “HELIAUS Gov Service Terms”) and the services agreement into which the HELIAUS Gov Service Terms are incorporated (the “Agreement”). This Addendum A applies only to the extent Client is: (i) the United States Federal Government acting through an agency or ordering activity; or (ii) using the HELIAUS Services in performance of, or for the benefit of, a federal contract, where applicable federal acquisition requirements apply to Client’s use of the HELIAUS Services and/or to data processed in the HELIAUS Services. In the event of a conflict, the following order of precedence applies (highest to lowest): (1) applicable federal statutes and regulations and mandatory contract clauses; (2) this Addendum A; (3) the Agreement (including any order, statement of work, or schedule); and (4) the HELIAUS Gov Service Terms.

**A2. DEFINITIONS.** Capitalized terms not defined in this Addendum A have the meanings set forth in the HELIAUS Gov Service Terms or the Agreement. For purposes of this Addendum A: (a) “CUI” means Controlled Unclassified Information as defined in 32 C.F.R. Part 2002 and the CUI Registry; (b) “FCI” means Federal Contract Information (as used in FAR/DFARS and related guidance); (c) “Government Data” means all data (including CUI, FCI, and PII) provided by or on behalf of the Government, or generated on behalf of the Government, through use of the HELIAUS Services; (d) “FAR” means the Federal Acquisition Regulation (48 C.F.R.); (e) “DFARS” means the Defense Federal Acquisition Regulation Supplement (48 C.F.R. Chapter 2), applicable only to DoD orders; (f) “NIST SP 800-171” means NIST Special Publication 800-171 (current revision) and any successor standard referenced in an applicable contract clause; (g) “FedRAMP” means the Federal Risk and Authorization Management Program; (h) “Cybersecurity Incident” means a suspected or confirmed compromise (including unauthorized access, use, disclosure, modification, loss, destruction, or exfiltration) of Government Data, or of a system that processes, stores, or transmits Government Data; and (i) “Subprocessor” means any third-party engaged by Allied Universal or a Technical Provider to process, store, or transmit Government Data in connection with the HELIAUS Services.

**A3. COMMERCIAL COMPUTER SOFTWARE; RIGHTS IN HELIAUS SERVICES.** The HELIAUS Services are “commercial computer software” and “commercial computer software documentation” developed exclusively at private expense. The Government’s rights in the HELIAUS Services are limited to those rights customarily provided to the public under Allied Universal’s standard commercial license and as set forth in the Agreement, HELIAUS Gov Service Terms, and this Addendum A, consistent with FAR 12.212 and, where applicable, DFARS 252.227-7014. No title to, or ownership of, any HELIAUS Services, source code, documentation, or other intellectual property is transferred to Client or the Government.

**A4. GOVERNMENT DATA; PERMITTED USE; RESTRICTIONS.** All Government Data is and shall remain the property of the Government or, if applicable, the party that provided such data to the Government. Allied Universal’s and its Technical Providers’ access to Government Data is limited to what is reasonably necessary to provide, support, maintain, and secure the HELIAUS Services, to comply with applicable law and mandatory federal contract clauses, and to enforce the Agreement, Service Terms, and this Addendum A. Without limiting the HELIAUS Gov Service Terms, Allied Universal will not (a) sell Government Data; (b) use Government Data for marketing; or (c) use Government Data to train artificial intelligence or machine learning models, except with prior written authorization from the applicable Contracting Officer or ordering activity. To the extent HELIAUS Services generate metadata, usage statistics, system logs, or analytics, such information will be treated as Government Data to the extent it contains Government Data or could reasonably be used to identify the Government, a facility, or an individual.

**A5. CYBERSECURITY; SAFEGUARDING OF CUI/FCI.** If and to the extent Government Data includes CUI or FCI, Allied Universal shall implement and maintain administrative, technical, and physical safeguards for systems used to process, store, or transmit such CUI or FCI that are no less protective than the safeguards required by applicable mandatory contract clauses and any security requirements identified in the applicable order or statement of work (including any agency-specific requirements). Where required by applicable mandatory clauses for CUI in non-federal information systems, such safeguards will be based on NIST SP 800-171. Client (or the Contracting Officer or ordering activity) shall identify in writing any CUI categories and any agency overlays applicable to the HELIAUS Services.

**A6. CYBERSECURITY INCIDENT REPORTING; COOPERATION.** Allied Universal shall notify Client and/or the Contracting Officer (as directed in the applicable order or statement of work) of any Cybersecurity Incident involving Government Data or systems used to provide the HELIAUS Services, in accordance with applicable mandatory contract clauses and agency reporting instructions. Unless a different timeline is required by an applicable mandatory clause or agency instruction (and identified in the applicable order or statement of work), Allied Universal will provide initial notice as soon as reasonably practicable after discovery and will provide reasonable updates as information becomes available. Allied Universal will reasonably cooperate with Government-directed incident response and forensic requests to the extent required by applicable law and mandatory clauses, including preservation of relevant logs and evidence consistent with its standard incident response procedures.

**A7. CLOUD HOSTING; FEDRAMP; DATA RESIDENCY (IF REQUIRED).** The HELIAUS Services are hosted using cloud infrastructure and/or Technical Providers. If a FedRAMP authorization is required for an applicable order, the parties will identify the required FedRAMP impact level and authorization approach in the order or statement of work. If an applicable mandatory clause or agency instruction requires that Government Data remain within the continental United States (“CONUS”), Allied Universal will restrict storage and processing of Government Data to CONUS for that order, subject to the capabilities of its Technical Providers and any Government-approved exceptions documented in writing by the Contracting Officer or ordering activity.

**A8. RECORDS; AUDIT; LOGS (TO THE EXTENT REQUIRED).** To the extent required by applicable mandatory clauses, Allied Universal will maintain records relating to the HELIAUS Services provided under the applicable federal order (including security documentation, incident reports, and audit logs) for the minimum retention period required by such clauses or agency regulation. Any Government audit rights will be limited to the extent required by applicable mandatory clauses and will be exercised upon reasonable advance notice, during normal business hours, and in a manner designed to avoid unreasonable disruption of Allied Universal operations and to protect third-party confidential information. If Client requests access to logs or records, Client acknowledges that production may be subject to redaction and confidentiality restrictions.

**A9. SUBPROCESSORS; FLOW-DOWN.** Allied Universal may use Technical Providers and Subprocessors to provide the HELIAUS Services, subject to the HELIAUS Gov Service Terms. To the extent required by applicable mandatory clauses for Government Data (including CUI or FCI), Allied Universal will require Subprocessors that process, store, or transmit Government Data for the applicable order to be bound by written obligations no less protective than those required under the applicable mandatory clauses. Allied Universal remains responsible for the performance of its Subprocessors as required by law and mandatory clauses. If an order requires prior Government approval or notice for certain Subprocessors (e.g., privileged administrative access to Government Data), such approval/notice requirements must be set forth in the applicable order or statement of work.

**A10. RETURN OR DELETION OF GOVERNMENT DATA.** Upon expiration or termination of the applicable federal order (or earlier upon the Contracting Officer or ordering activity’s written request where required by a mandatory clause), Allied Universal will make Government Data available for export in a machine-readable format within the time period required by such mandatory clause or, if not specified, within a commercially reasonable time. After completion of export and any required

transition period, Allied Universal will delete Government Data from systems used to support the order in accordance with applicable mandatory clauses and Allied Universal's standard backup and retention practices, subject to legal hold and compliance retention requirements.

A11. **SECTION 508 (IF REQUIRED).** If Section 508 accessibility requirements apply to an order, Allied Universal will, upon request, provide an available Voluntary Product Accessibility Template ("VPAT") or Accessibility Conformance Report ("ACR") for the HELIAUS Services. Any remediation commitments, if any, will be as set forth in the applicable order or statement of work.

A12. **EXPORT CONTROLS; FOREIGN ACCESS (IF APPLICABLE).** Client shall notify Allied Universal in writing if any Government Data provided to, or processed in, the HELIAUS Services is subject to export control restrictions (including ITAR or EAR restrictions) or contains controlled technical data. To the extent required by applicable law and mandatory clauses, Allied Universal will implement access controls intended to restrict access to such export-controlled Government Data, including any foreign-national access restrictions specified in the applicable order or statement of work.

A13. **GOVERNING LAW; DISPUTES (FEDERAL).** To the extent required for a federal order, provisions in the Agreement or HELIAUS Gov Service Terms regarding governing law, venue, arbitration, or indemnification by the Government are modified only as necessary to comply with applicable federal law (including the Contract Disputes Act, as applicable) and the Government's sovereign immunity. Nothing in this Addendum A is intended to expand Allied Universal's obligations beyond those required by applicable federal law and mandatory clauses for the applicable order.

A14. **AMENDMENTS; SCOPE.** This Addendum A may be modified only by a written amendment or bilateral modification signed by an authorized representative of Allied Universal and, if applicable, an authorized Contracting Officer or ordering official. This Addendum A applies only to the federal order(s) identified above and does not modify the HELIAUS Gov Service Terms or Agreement for any non-federal Client or non-federal use of the HELIAUS Services.