

## Consulting Services Terms

These Consulting Services Terms and Conditions (“Consulting Terms”) are binding on each customer (“Customer”) of Universal Protection Service, LP d/b/a Allied Universal Security Services and/or its subsidiaries, affiliates and assigns (“Allied Universal”) who has signed a proposal and/or services agreement, including any applicable addenda, schedules, or riders thereto (the “Security Agreement”) with Allied Universal that expressly provides for the provision of consulting services (the “Consulting Services”). Customer acknowledges and agrees that the provision of the Consulting Services as provided in the Security Agreement are governed by these Consulting Terms and applicable reference herein which may change from time to time without notice or as required by the Technical Provider(s) (hereinafter defined) in their contracts (“Technical Provider Agreements”).

The Consulting Services and the report (“Report”) which may be provided by Allied Universal as part of the Consulting Services are more fully described in Attachment A found at <https://www.aus.com/service-terms>, that is applicable to the relevant Technical Provider or Consulting Services provided to Client per the Security Agreement, which is incorporated herein by this reference.

1. **CONSULTING SERVICES:** Customer hereby engages Allied Universal to perform consulting services (“Consulting Services”) on a nonexclusive basis, under the provisions set forth herein, and Allied Universal hereby accepts such engagement. Customer hereby authorizes Allied Universal and its personnel to come upon and/or enter Customer’s location(s) (“Premises”) for the purpose of performing the Consulting Services. Allied Universal agrees only to perform Consulting Services. Customer understands that no one is authorized by Allied Universal to undertake to do anything more than is agreed herein. Customer acknowledges and agrees that the Consulting Services are selected by Customer and not by Allied Universal. Allied Universal disclaims and makes no representation, warranty or guarantee of any kind whatsoever that the Consulting Services and/or the Report will diminish or prevent losses, damage or injury to Customer or third parties.
  - 1.1. **DISCLAIMER:** Customer understands and agrees that these Consulting Terms, along with any applicable Technical Provider Agreement shall govern the provision of the Consulting Services; provided, however, the invoicing, payment, and billing terms for the Consulting Services shall be governed by the Security Agreement. The Consulting Services are otherwise separate and distinct from the services under the Security Agreement, and any use or non-use of the Consulting Services shall not expand Allied Universal’s scope of Consulting Services and/or liability. The Consulting Services shall only be used by Customer for its own internal business use and shall not be assigned by Customer without the consent of Allied Universal.
  - 1.2. **REPORT:** The Consulting Services shall comprise only of rendering the Report and/or the items identified on Attachment A. Customer shall, once Allied Universal is paid in full for the Consulting Services (“Full Payment”) be granted all rights, title and interest to the Report, with the exception of ownership to Allied Universal Property (hereinafter defined). Upon Full Payment, Allied Universal shall grant Customer a free, revocable, indefinite, non-exclusive, non-assignable license to use the Allied Universal Property only in connection with the Report insofar as contemplated hereunder. In addition, Allied Universal shall be permitted to keep a copy of the Report for its business purposes. Allied Universal has not participated in, nor is it responsible or liable for, the selection of any third party service, Customer vendor, or the installation, maintenance or repair of the equipment installed at the Premises, nor for failure of any of the foregoing.
2. **TECHNICAL PROVIDERS:** The Consulting Services and Allied Universal’s duties hereunder may be fulfilled, executed, delivered, provided, and/or serviced by third parties and such third parties’ agents and assigns (“Technical Providers”). The Technical Providers shall be granted the necessary access to the Premises. In the event of termination or expiration of the Security Agreement or the underlying Technical Provider Agreement(s), for any reason, Allied Universal shall have no obligation to ensure and/or provide continuation of the Consulting Services and/or such terms under which same are being provided. The Technical Providers disclaim and make no representation or warranty with respect to the Consulting Services or any portion thereof, and assume no liability for any claim that may arise with respect to the Consulting Services or Customer’s use or inability to use the Consulting Services. In addition Allied Universal disclaims and make no representation or warranty with respect to the Technical Providers or their rendering of any part of the Consulting Services.
3. **ADDITIONAL TERMS:** Attachment A may contain additional terms required by the Customer’s selected Technical Provider and Customer hereby agrees to said terms.
4. **ADDITIONAL REPORTS:** The Customer may request, in addition to the Report, that project plans, progress reports, and results summaries be provided by Allied Universal on a periodic basis at mutually agreed rates and charges; such additional documentation when provided to and paid for by Customer shall become a distinct and separate Report. With respect to the Report, Allied Universal and Customer have agreed that Allied Universal will rely in good faith upon the information and documentation provided by Customer without verification. Customer recognizes that the Report and the recommendations included therein result directly from the information provided to Allied Universal in this process, and that incomplete or inaccurate information will adversely impact the quality of the Report.
5. **INVENTIONS AND ALLIED UNIVERSAL PROPERTY:** Any and all inventions, discoveries, developments, and innovations solely designed for Customer and conceived by Allied Universal during this engagement specifically related to the Consulting Services (“Inventions”) shall be the exclusive property of the Customer, and Allied Universal hereby assigns all right, title, and interest in the same to Customer and Allied Universal will sign any applicable documents to such effect. Any property, materials, software, know how, equipment or supplies furnished by Allied Universal to its personnel in performance of the Consulting Services (“Allied Universal Property”) shall remain the property of Allied Universal and shall be returned to Allied Universal promptly at the expiration or termination of the Consulting Services. Except as expressly provided herein, Allied Universal or the Technical Provider, as the case may be, shall retain all right, title, and interest in and to Allied Universal Property, including, but not limited to, all intellectual property rights therein.
6. **CONFIDENTIALITY:** Allied Universal acknowledges that during the engagement it may have access to and become acquainted with various trade secrets, nonpublic inventions, innovations, processes, information, records, and specifications owned or licensed by the Customer and/or used by the Customer in connection with the operation of its business including, without limitation, the Customer’s business and product processes, methods, Customer lists, accounts and procedures (hereinafter “Confidential Information”). The Customer owns all information originating with Customer, including any Customer papers, records, books, drawings, documents, manuals, electronic data and anything of a similar nature (collectively, “Documents”). Upon termination of the Consulting Services, Allied Universal, upon written request and to the extent not prohibited by applicable law, shall, at Allied Universal’s option, destroy or surrender to the Customer any and all Documents in its possession, custody or control. Allied Universal agrees that it will not disclose any of the aforesaid, directly or indirectly, or use same in any manner, either during the time period that it is providing Consulting Services or for three (3) years thereafter, except as required in the course of this engagement with the Customer. Allied Universal will not disclose its retention as an independent consultant or these provisions to any person without the prior written consent of the Customer.
7. **ARBITRATION:** Any dispute arising out of or relating to these Consulting Terms or their termination, except for equitable and injunctive relief, which relief may be sought in a court of competent jurisdiction, shall be settled by arbitration by one arbitrator agreed upon by the parties. If no agreement can be reached, the parties agree to request a list of arbitrators from the American Arbitration Association (“AAA”), and select an arbitrator in accordance with AAA’s rules. Any dispute arbitrated will be heard in Philadelphia, Pennsylvania, solely by the arbitrator, and not by a court, and the arbitrator is empowered to afford all relief which could be obtained in court, including equitable and injunctive relief. The costs of arbitration shall be shared equally, except to the extent the arbitrator awards costs and fees to either or both parties. Any award rendered by the arbitrator shall be final and binding, and judgment upon the award may be entered and will be binding in any court having jurisdiction.
8. **CONFLICTS OF INTEREST:** For a period of six months following any termination hereof, the Customer shall not, directly or indirectly, hire, solicit, or

encourage to leave Allied Universal's employment, any employee, or consultant of Allied Universal or hire any such employee or consultant who has left Allied Universal's employment or contractual engagement within six months of such employment or engagement.

9. **INDEPENDENT CONTRACTOR:** Allied Universal's relationship to the Customer is independent, and nothing shall be construed or deemed as creating any other relationship.
10. **INDEMNIFICATION:** Except and to the extent of Allied Universal's gross negligence or willful misconduct in the performance of the Consulting Services, to the fullest extent permitted by law, Customer shall defend, indemnify and hold harmless Allied Universal against any and all losses, claims, damages, judgments, fees, expenses, liabilities or causes of actions arising out of, or alleged to arise out of these provisions, any occurrence or event on or related to the Premises or Consulting Services otherwise rendered, including, but not limited to, any liability arising from Allied Universal employee negligence in performing or failing to perform the Consulting Services required hereunder. The provisions of this Section shall survive the termination or expiration of the Security Agreement.
11. **INSURANCE:** Customer agrees to obtain its own insurance for personal injury and property damage at or related to the Premises and will include Allied Universal and its directors, officers, employees, agents and subcontractors as additional insureds. Said coverage shall be sufficient to indemnify and defend as described above. Such obligation to maintain sufficient insurance coverage shall be deemed a separate obligation under these provisions from the indemnification obligations set forth herein and shall not reduce, eliminate or alter the Customer's overall obligation to indemnify hereunder. The provisions of this Section shall survive the termination or expiration of the Security Agreement.
12. **MERGER:** The merger or consolidation of the Customer into or with any other entity shall not terminate the provision of Consulting Services.
13. **TERMINATION:** Either party may terminate the Consulting Services at any time by ten (10) business days' prior written notice to the other party. Upon termination, Allied Universal will cease providing the Consulting Services and shall be paid by Customer for such services and expenses as specified in the Security Agreement through the date of termination.
14. **SUCCESSORS AND ASSIGNS:** All of these provisions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
15. **REPRESENTATIONS, WARRANTIES AND DISCLAIMERS:** Allied Universal represents and warrants to the Customer that Allied Universal has full power and authority to enter into these provisions.
  - (a) Customer's implementation of any recommendations, procedures or improvements set forth in the Report does not guarantee compliance with any law, regulation or applicable standard of conduct. Allied Universal has not undertaken to implement or assist Customer with the implementation of any recommendation set forth in the Report. Implementation of any solution or mitigation suggestion herein is at the sole discretion and responsibility of Customer. Customer agrees that it alone is responsible for security measures implemented or not implemented and decisions regarding same.
  - (b) THE CONSULTING SERVICES ARE PROVIDED "AS IS", AND ALLIED UNIVERSAL MAKES NO OTHER WARRANTY THAN AS STATED HEREIN AND HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND AND REPRESENTATIONS WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE CONSULTING SERVICES, THEIR QUALITY, ACCURACY, RELIABILITY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE CONSULTING SERVICES ARE ERROR FREE OR WILL BE OFFERED WITHOUT INTERRUPTION. BY PROVIDING CONSULTING SERVICES, ALLIED UNIVERSAL DOES NOT REPRESENT OR WARRANT THAT SUCH CONSULTING SERVICES ARE SAFE, ADVISABLE OR WITHOUT RISK AND IS NOT LIABLE FOR DAMAGE OR LOSS THAT MAY RESULT FROM RELIANCE ON THE CONSULTING SERVICES OR FOR IMPLEMENTING OR NOT IMPLEMENTING WHAT MAY BE RECOMMENDED IN CONNECTION WITH THE CONSULTING SERVICES.
16. **THIRD-PARTY INFORMATION:** The Consulting Services are provided in part based upon information provided by Customer, its applicable suppliers and other applicable third parties ("Third-Party Information"). Customer agrees that Allied Universal shall not have any liability whatsoever, for the accuracy, completeness, timeliness or correct sequencing of any Third-Party Information or other information, or for any decision made or action taken by Customer in reliance thereon or for interruption of any data, information, functionality or any aspect of the Consulting Services.
17. **LIMITS ON LIABILITY:** In respect to the Consulting Services, the limit of Allied Universal's liability (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) to the Customer or to any third party, for any and all claims, losses and/or damages shall not in the aggregate exceed the fees and expenses paid by the Customer to Allied Universal for the Consulting Services or the Report under which the claim arose, whichever is less, inclusive of defense costs. The Customer's exclusive remedy for any claim, loss and/or damage arising out of these arrangements shall be for Allied Universal, upon receipt of written notice, to use commercially reasonable efforts to cure any applicable breach or pressing matter solely caused by the fault of Allied Universal, at Allied Universal's expense, and failing that, the return of fees paid to Allied Universal for Consulting Services related to such applicable breach or pressing matter. In no event shall either party be liable for consequential, incidental or punitive loss, damage or expenses (including lost profits, savings or other economic loss) even if it has been advised of their possible existence. Any action by either party must be brought within one year after the cause of action arose. The allocations of liability in this Limits on Liability Section represent the agreed and bargained-for understanding of the parties and Allied Universal's compensation for the Consulting Services reflects such allocations.
18. **NO THIRD-PARTY BENEFICIARY:** The Consulting Services to be provided hereunder are solely for Customer's benefit and any benefit the Consulting Services may have to others is purely incidental and neither Customer nor Allied Universal intends to benefit others by the Consulting Services or represents that the Consulting Services can be relied upon by any third party. Nothing contained herein shall confer any rights on any other party as a third party beneficiary or otherwise.
19. **MODIFICATION OR AMENDMENT:** Except as set forth herein, no amendment, change, or modification of these provisions shall be valid unless in writing signed by the parties hereto.
20. **ENTIRE AGREEMENT:** These Consulting Terms and the applicable Attachment A, combined with the billing, invoicing, and notice terms of the Security Agreement, constitutes the entire agreement between the Allied Universal and Customer regarding the Consulting Terms and supersedes any prior understanding or representation of any kind. All capitalized terms used, but not defined, in these Consulting Terms are as defined in the Security Agreement and, where in conflict, these Consulting Terms shall govern. Notwithstanding anything to the contrary, should any conflict exist the order of precedence shall be for the provision of Consulting Terms, (i) these Consulting Terms, (ii) the applicable Attachment A hereto, (iii) the Security Agreement, and (iv) any other document. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of these Consulting Terms. Customer hereby waives and releases Allied Universal from any and all requirements or obligations that Customer or any other party, now or in the future, be named or included as an "additional insured" as it relates to these Consulting Services.
21. **SEVERABILITY:** If any provision herein, or any portion thereof, is held to be invalid and unenforceable, then the remainder of these provisions shall nevertheless remain in full force and effect.
22. **SURVIVAL:** The provisions, rights and obligations set forth herein, shall survive expiration (by performance) or termination of this Agreement to the fullest extent necessary to give each party the benefit of its bargain, including without limitation all provisions with respect to indemnification, limits of liability, intellectual property, warranty and confidentiality, except to the extent that such provision by its express terms ends sooner.