

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

These CyCop Software-as-a-Service Terms and Conditions (“CyCop Terms”) are binding on each 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 (“Customer”) that expressly provides for the provision of CyCop (the “CyCop Services”). Customer agrees that the provision of the CyCop Services as provided in the Security Agreement are governed by these CyCop Terms.

Allied Universal is the licensee of that certain SaaS, and Web-based technology that comprise the CyCop Services as described more particularly in **Attachment A** hereto found at <https://aus.com/service-terms> and made a part hereof by reference (the “Platform”) and should the Customer so choose in the Security Agreement, the smartphones used to access the Platform (the “Equipment”).

1. **EQUIPMENT AND PLATFORM:** Allied Universal hereby agrees at its expense to use commercially reasonable measures to deliver to Customer subject to these CyCop Terms and any scheduled downtime, force majeure event, or other event outside of Allied Universal’s reasonable control, and Customer agrees to accept delivery from Allied Universal of, the Platform and or the Equipment as set forth in the Security Agreement. Subject to the terms and conditions of these CyCop Terms, Customer shall have a non-exclusive, non-transferable, revocable, limited right to access the Platform for Customer’s internal use only.
 - 1.1. **RESTRICTIONS:** Customer shall not, and shall not permit any third party to: (i) modify or create any derivative works based on the Platform or any portion thereof, or content stored thereto; (ii) reproduce the Platform; (iii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the Platform or provide access to the Platform 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 Platform, 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 on the Platform or content stored thereto; (vi) add any logos, proprietary marks or other notices or markings on the Platform if not already there without prior written consent of Allied Universal; or (vi) use the Platform 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 CyCop Services or used to access CyCop Services, including but not limited to routers, networks, cell equipment, computers and/or devices, is owned by Allied Universal.
2. **HOSTING AND SUPPORT:** Allied Universal shall retain responsibility for hosting the Platform and will provide Customer with information sufficient to allow Customer to access the Platform through a Web browser. Customer is responsible for providing, at Customer’s own expense, all necessary telephone lines, Internet connections, equipment, software (including a compatible Web browser), and services for Customer to effectively access the Platform and provide security measures to prevent unauthorized access. Customer is responsible for upgrading and configuring Customer’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 Platform. Allied Universal will use commercially reasonable efforts to support the Platform, and maintain its accessibility for Customer during the term of the Security Agreement (“Term”); provided, however that Allied Universal makes no representation of availability.
3. **DEFAULTS:** If Customer fails to keep the Platform reasonably secure (e.g. enabling third party access) or fails to substantially perform or fulfill any material obligation under these CyCop Terms, Customer shall be in default of these CyCop Terms, provided, however, that Customer shall have seven (7) 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 Customer 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 Customer’s financial obligations under these CyCop Terms; or (b) declare Customer in default of the CyCop Terms. In the event of default, Allied Universal may, as permitted by law, terminate access to the Platform. Termination of the CyCop Terms will not terminate the Security Agreement or Customer’s continued payment obligations for the CyCop Services until the end of the then current Term.
4. **USE OF EQUIPMENT AND PLATFORM:** Customer shall be entitled to possession of the Equipment and Customer shall have the right to access the Platform on the first day of the Term. At the expiration of the Term or upon termination, Customer 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 CyCop Services (except for enhancements or other changes which may have been installed with Allied Universal’s knowledge during the Term). At the expiration of the Term or upon termination, Customer’s right to access the Platform shall immediately terminate, all rights granted hereunder will be immediately and automatically revoked, and all licenses are immediately revoked and void.
 - 4.1. Customer shall only use the Equipment and Platform 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. Customer shall keep the Equipment and Platform 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 Platform.
 - 4.2. Upon payment of the first invoice including CyCop Services, Customer agrees it has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.
 - 4.3. In the event the Equipment is lost or damaged beyond repair and such loss or damage is not due to Allied Universal’s negligence, Customer shall pay to Allied Universal the replacement cost of the Equipment.
 - 4.4. If requested by Customer and as mutually agreed by execution of a stand-alone Consulting Agreement, Allied Universal will 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 a rate of \$195 per hour, or as agreed in writing by Allied Universal and Customer; Allied Universal will respond to such requests within a reasonable time after receipt of Customer’s written request. Allied Universal makes no representation that all requests for Customization Services can be honored.
5. **ALLIED UNIVERSAL REPRESENTATIONS:** Allied Universal hereby represents and warrants to the Customer that (a) it has the ability to provide the Equipment and Platform as provided in these CyCop Terms, (b) it will, in the performance of these CyCop Terms, comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances, and (c) the Equipment and the Platform will conform in all material respects with the specifications set forth in these CyCop Terms and on **Attachment A**. Allied Universal reserves the right to make changes or improvements to the Equipment, Platform and/or these CyCop Terms, without notice to Customer, subject to its business policies, technologies, practices, and procedures.
6. **CUSTOMER REPRESENTATIONS:** Customer hereby represents and warrants to Allied Universal that (a) each item of Equipment and access of the Platform is solely for use in the conduct of the Customer’s internal business, (b) Customer will comply with all with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances in its use of the Equipment and access of the Platform, and (c) any data uploaded to the Equipment and/or Platform will be done only after obtaining appropriate consents of such persons or parties required on behalf of both Customer and Allied Universal.
7. **WARRANTY DISCLAIMER:** EXCEPT AS SET OUT ELSEWHERE IN THESE CYCOP TERMS, ALLIED UNIVERSAL MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF AND ON BEHALF OF ITS 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 EQUIPMENT OR PLATFORM WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR THAT THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8. **LIMITATION OF LIABILITY:** In no event shall Allied Universal be liable to Customer for indirect, incidental, special or other consequential damages, including without limitation damages for loss of profits or use or loss of data, incurred by Customer or any third party, arising out of or related to these CyCop Terms whether in an action in contract, tort, or otherwise, even if Allied Universal had been advised of the possibility of such damages. In no event shall Allied Universal's aggregate liability arising out of or related to these CyCop Terms and/or CyCop Services exceed the amounts paid by Customer for the CyCop Services in the twelve (12) month period prior to the date the cause of action first arose, whether an action in contract, tort, or otherwise. Allied Universal and Customer agree that the foregoing limitations represent a reasonable allocation of risk under these CyCop Terms.
9. **DATA:** Data collected or generated through Customer's use of the Equipment and Platform involving post checks and GPS data (the "Tracking Data") and incident reporting and daily activity reports ("Reporting Data") shall be owned by Customer. Notwithstanding the foregoing, Allied Universal will have the right to access the Tracking Data and Reporting Data at any time and retain a copy of such data upon termination of the Security Agreement and/or the CyCop Terms. 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. All other information or data not specifically identified herein, regardless of whether Customer may have access to such data, remains the property of Allied Universal or is assigned to Allied Universal. Allied Universal shall have the right to delete any stored Tracking Data from its systems after one-hundred and twenty (120) days and any stored Reporting Data after three-hundred and sixty five (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. Should Allied Universal receive a written request to store Reporting Data or Tracking Data for more than said timeframe and no such written agreement is reached, Allied Universal will bill and Customer shall pay the rates established in Attachment B. 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 Customer's written request. Within 30 days of any expiration or termination of these CyCop Terms, Customer shall have the right to access and obtain a copy of the stored Tracking and Reporting Data upon request to Allied Universal.
10. **OWNERSHIP:** The Equipment is leased to Customer and not sold. As between the parties, the Equipment and Platform are and shall at all times be and remain the exclusive property of Allied Universal, even if installed in or attached to real property by Customer. Except as expressly provided herein, Allied Universal shall retain all right, title, and interest in and to the Equipment and Platform, including, but not limited to, all intellectual property rights therein.
11. **FEEDBACK:** Any ideas, suggestions, guidance, content, or other information disclosed by Customer to Allied Universal related to the Equipment, Platform 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 Customer 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, Customer 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.
12. **SEVERABILITY:** If any part or parts of these CyCop Terms shall be held unenforceable for any reason, the remainder of these CyCop Terms shall continue

in full force and effect. If any court of competent jurisdiction deems any provision of these CyCop 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.

13. **INDEMNIFICATION:** Except for damages, claims or losses due to Allied Universal's willful or grossly negligent acts, Customer, 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, injury to or death of any person, damage to property, Customer's failure to comply with data privacy obligations and/or confidentiality obligations, judgments, and settlements, to the extent arising from or in any way related to the CyCop Services. Allied Universal agrees to indemnify and hold Customer and Customer's property, free and harmless from any liability for losses, claims, injury to, or death of any person, or for any damage to property, arising from or relating to any claim or allegation that the Platform and/or the use or access thereof infringe, violate, or misappropriate any issued patents, registered copyrights and registered trademarks in the United States. Customer 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 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, which coverage expressly applies and overwrites and insurance requirements in the in the Security Agreement, and Customer shall look only to this provision in relation to the CyCop Services.
14. **ADDITIONAL INSURED:** 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 CyCop Services.
15. **BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind Allied Universal and Customer and the heirs, legal representatives, successors and permitted assigns of Allied Universal and Customer. These CyCop Terms shall survive termination or expiration of the CyCop Services.
16. **CONFIDENTIAL MATERIAL:** Both parties expressly acknowledge and agree that they have a special responsibility under the law to keep Personally Identifiable Information ("PII") private and confidential. Both parties acknowledge that the PII, to which they may have access to, constitutes Confidential Information and neither party shall in any way possess or shall gain possession of any ownership or other proprietary rights with respect to such PII that they had not previously held. Both Allied Universal and Customer acknowledge and understand that PII may be subject to the subscriber privacy protections set forth in Section 631 of the Cable Communications Policy Act of 1984, as amended (47 U.S.C. Sec. 551), as well as other applicable 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.
17. **ENTIRE AGREEMENT:** These CyCop Terms, combined with relevant terms of the Security Agreement and Attachment A, constitute the entire agreement between the Allied Universal and Customer regarding the CyCop Services and supersede any prior understanding or representation of any kind preceding the date of these CyCop Terms. All capitalized terms used, but not defined, in these CyCop Terms are as defined in the Security Agreement and, where in conflict, these CyCop Terms shall govern. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of these CyCop Terms. Notwithstanding anything to the contrary, should any conflict exist the order of precedence shall be for the provision of CyCop Services, (i) these CyCop Terms, (ii) Attachment A, and (iii) the Security Agreement.
18. **WAIVER:** The failure of either party to enforce any provisions of these CyCop Terms shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of these CyCop Terms. The acceptance of Subscription Fees by Allied Universal does not waive Allied Universal's right to enforce any provisions of these CyCop Terms.