

Private Investigations Service Terms

These Private Investigations Service Terms and Conditions (“PI Services Terms”) are binding on each customer (“Customer”) of Universal Services of America, LP and/or its subsidiaries, affiliates and assigns (“Allied Universal”) who has signed an agreement, including any applicable addenda, schedules, or riders thereto (the “Security Agreement”) with Allied Universal that expressly provides for the provision of private investigations services (the “PI Services”). Customer acknowledges and agrees that the provision of the PI Services as provided in the Security Agreement are governed by these PI Services Terms and applicable reference herein which may change from time to time without notice.

The PI Services which will be provided are more fully described in Attachment A hereto, which is incorporated herein by this reference.

1. **PI SERVICES:** (a) Client and Allied Universal hereby acknowledge that the PI Services (more fully described herein) will be provided to Client on a nonexclusive basis, subject to these terms and in accordance with the applicable billing, notice, and invoicing sections of the Security Agreement only.
(b) 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 PI Services. Customer understands that no one is authorized by Allied Universal to undertake to do anything more than is agreed in writing. Customer agrees that Allied Universal has undertaken only the making of reasonable efforts within the limitations described herein and agrees not to represent or otherwise cause others to believe that Allied Universal has undertaken to do anything more. The PI Services to be provided hereunder are solely for Customer's benefit and any benefit these PI Services may have to others is purely incidental and neither Customer nor Allied Universal intends to benefit others by these PI Services represents or that the PI 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.
2. **CUSTOMER'S RESPONSIBILITY:** (a) Customer acknowledges and agrees that the schedule for PI Services, and the tasks to be performed, are determined by Customer and not by Allied Universal. Allied Universal disclaims and makes no representation, warranty or guarantee of any kind whatsoever that the PI Services will diminish or prevent losses, damage or injury to Customer, the subject(s) of such services or third parties. 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 PI Services.
(b) Allied Universal and Customer have agreed that Allied Universal will rely in good faith upon the information and documentation provided by Customer without verification to perform the PI Services. Customer recognizes that any applicable recommendations included therefrom 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 PI Services.
3. **SEPARATE AND DISTINCT SERVICES:** The PI Services are otherwise separate and distinct from the services under the Security Agreement, and any use or non-use of the PI Services shall not expand Allied Universal's scope of PI Services and/or liability. The PI 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. Allied Universal has not participated in, nor is it responsible or liable for, the selection of any of the duties associated with the PI Services.
4. **SUBCONTRACTORS:** The PI 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 (“Subcontractors”). The Subcontractors shall be granted the necessary access to the Premises. In the event of termination or expiration of the Security Agreement or the Subcontractor Agreement, for any reason, Allied Universal shall have no obligation to ensure and/or provide continuation of the PI Services and/or such terms under which same are being provided. The Subcontractor(s) disclaim and make no representation or warranty with respect to the PI Services or any portion thereof, and assume no liability for any claim that may arise with respect to the PI Services or Customer's use or inability to use any deliverable resulting from the PI Services. In addition, Allied Universal disclaims and make no representation or warranty with respect to the Subcontractor's rendering of any part of the PI Services.
5. **ADDITIONAL TERMS:** Attachment A may contain additional terms required by the Customer's selected Subcontractor and Customer hereby agrees to said terms.
6. **CONDITIONS:** Allied Universal's sole responsibility for any claims asserted shall be only as is expressly set forth herein. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.
7. **HOLD HARMLESS:** Allied Universal shall not be liable for any claim whatsoever unless it is proved that such claim resulted solely from the gross negligence of Allied Universal's employees acting within the scope of their employ, and only in furtherance of providing the PI Services. To the fullest extent permitted by law, Customer agrees to defend, indemnify and hold harmless Allied Universal and its directors, officers, employees, agents and subcontractors (“Allied Universal Parties”) 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 PI Services and/or the Customer's Premises (hereinafter defined), any occurrence or event on or related to Customer's Premises or PI Services otherwise rendered, including, but not limited to, any liability arising from the Allied Universal Parties' negligence in performing or failing to perform the PI Services required hereunder, unless and until it is proven that such claims resulted solely from the gross negligence of the Allied Universal Parties in the course and scope of performing the PI Services, and even if it is alleged or proved that the Allied Universal Parties were negligent or otherwise at fault, including the sole or contributory negligence of Allied Universal, in whole or in part. Customer hereby waives all right of subrogation against Allied Universal and Allied Universal's insurance carrier, if any.
8. **LIMITATION OF LIABILITY:** If Allied Universal is found liable for any losses, claims, damages, judgments, fees, expenses, liabilities or causes of actions arising out of, or alleged to arise out of the PI Services, any occurrence or event on or related to Customer's Premises or services otherwise rendered, including, but not limited to, any liability arising from Allied Universal's employees performing, at the request or direction of Customer, services other than those set forth in writing, Customer agrees that Allied Universal's total liability, inclusive of defense and indemnity obligations, shall be limited to the amounts paid by Customer to Allied Universal for these PI Services over the most recent twelve (12) month period. 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 PI Services reflects such allocations.
9. **INSURANCE:** Customer agrees to obtain its own insurance for personal injury and property damage at or related to the Premises and will include the Allied Universal Parties as additional insureds. Said coverage shall be sufficient to indemnify and defend the Allied Universal Parties. 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 the Allied Universal Parties. 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 PI Services.
10. **TERMINATION:** Either party may terminate the PI Services at any time by ten (10) business days' prior written notice to the other party. Upon termination, Allied Universal will cease providing the PI Services and shall be paid by Customer for such services and expenses as specified in the Security Agreement through the date of termination.
11. **ADDITIONAL SERVICES:** The Customer may request, in addition to the PI Services, that other services be provided by Allied Universal on a periodic basis at mutually agreed rates and charges.
12. **ALLIED UNIVERSAL PROPERTY:** Any property, materials, software, know how, equipment or supplies furnished by Allied Universal or the Subcontractors to its personnel in performance of the PI 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 PI Services. Except as expressly

provided herein, Allied Universal or the Subcontractors, as the case may be, shall retain all right, title, and interest in and to Allied Universal Property, including, but not limited to, all applicable intellectual property rights therein.

- 13. 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 PI 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 PI 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 contractor or these provisions to any person without the prior written consent of the Customer.
- 14. ARBITRATION:** Any dispute arising out of or relating to these PI Service 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.
- 15. CONFLICTS OF INTEREST:** For a period of six (6) months following any termination hereof, the Customer shall not, directly or indirectly, hire, solicit, or encourage to leave Allied Universal's employment, any employee, agent or consultant of Allied Universal or hire any such employee, agent or consultant who has left Allied Universal's employment or contractual engagement within six (6) months of such employment or engagement.
- 16. INDEPENDENT CONTRACTOR:** Allied Universal's relationship to the Customer is as an independent contractor, and nothing shall be construed or deemed as creating any other relationship.
- 17. MERGER:** The merger or consolidation of the Customer into or with any other entity shall not terminate the provision of PI Services.
- 18. 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.
- 19. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS:** (a) Each party represents and warrants to the other party that it has full power and authority to enter into these provisions.

(b) Customer's implementation of any recommendations, procedures or improvements set forth in the PI Services do 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 any findings, information or reports that may be part of the PI Services. 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 PI 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 PI SERVICES, THEIR QUALITY, ACCURACY, RELIABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PI SERVICES ARE ERROR FREE OR WILL BE OFFERED WITHOUT INTERRUPTION. BY PROVIDING PI SERVICES, ALLIED UNIVERSAL DOES NOT REPRESENT OR WARRANT THAT SUCH PI SERVICES ARE SAFE, ADVISABLE OR WITHOUT RISK AND IS NOT LIABLE FOR DAMAGE OR LOSS THAT MAY RESULT FROM RELIANCE ON THE PI SERVICES OR FOR IMPLEMENTING OR NOT IMPLEMENTING WHAT MAY BE RECOMMENDED IN CONNECTION WITH THE PI SERVICES.

- 20. THIRD-PARTY INFORMATION:** The PI 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 any Third-Party Information, or for any decision made or action taken by Allied Universal in reliance on such Third-Party Information for any aspect of the PI Services.
- 21. 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.
- 22. 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.
- 23. SURVIVAL:** The provisions, rights and obligations set forth herein, shall survive expiration or termination of these PI Service Terms and/or the Security 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.
- 24. ENTIRE AGREEMENT:** These PI Service Terms and the applicable Attachment A, combined with the billing, invoicing, and notice terms of the Security Agreement, constitutes the entire agreement between Allied Universal and Customer regarding the PI Service Terms and supersedes any prior understanding or representation of any kind. All capitalized terms used, but not defined, in these PI Service Terms are as defined in the Security Agreement and, where in conflict, these PI Service Terms shall govern. Notwithstanding anything to the contrary, should any conflict exist the order of precedence shall be for the provision of PI Services, (i) these PI Service 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 PI Service Terms.