

## Threat, Disaster & Emergency Response Services Terms

These Threat, Disaster & Emergency Response Services Terms and Conditions (“TDE Terms”) are binding on each customer (“Customer”) of Universal Protection Service, LP d/b/a Allied Universal Risk Advisory and Consulting 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 threat, disaster & emergency response services (the “TDE Services”). Customer acknowledges and agrees that the provision of the TDE Services as provided in the Security Agreement are governed by these TDE Terms and applicable reference herein which may change from time to time without notice.

The TDE Services are more fully described in Attachment A, which is incorporated herein by this reference.

1. **TDE SERVICES:** Customer hereby engages Allied Universal to provide TDE 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 TDE Services. Allied Universal agrees only to perform TDE 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 TDE 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 TDE Services will diminish or prevent losses, damage or injury to Customer or third parties.
  - 1.1. **DISCLAIMER:** Customer understands and agrees that these TDE Terms, along with any applicable Security Agreement, shall govern the provision of TDE Services; provided, however, the invoicing, payment, and billing terms for the TDE Services shall be governed by the Security Agreement. TDE Services are otherwise separate and distinct from the services under the Security Agreement, and any use or non-use of the TDE Services shall not expand Allied Universal’s scope or liability for any other contracted service. TDE 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.
2. **THIRD PARTY PROVIDERS:** TDE 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 (“Third Party Providers”). Third Party Providers shall be granted the necessary access to the Premises. In the event of termination or expiration of the Security Agreement, for any reason, Allied Universal shall have no obligation to ensure and/or provide continuation of TDE Services and/or such terms under which same are being provided. Allied Universal disclaims and make no representation or warranty with respect to Third Party Providers or their rendering of any part of the TDE Services.
3. **ADDITIONAL TERMS:** Attachment A may contain additional terms required by Third Party Providers and Customer hereby agrees to said terms.
4. **ALLIED UNIVERSAL PROPERTY:** Any property, materials, software, know how, equipment or supplies furnished by Allied Universal to its personnel in performance of TDE 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 TDE Services. Allied Universal shall retain all right, title, and interest in and to Allied Universal Property, including, but not limited to, all intellectual property rights therein.
5. **CONFIDENTIALITY:** Allied Universal acknowledges that during an 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 Customer and/or used by Customer in connection with the operation of its business including, without limitation, Customer’s business and product processes, methods, customer lists, accounts and procedures (hereinafter “Confidential Information”). 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 TDE 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 Customer any and all Documents in its possession, custody or control. Allied Universal agrees that it will not disclose any of the aforesaid Documents, directly or indirectly, or use same in any manner, either during the time period that it is providing TDE Services or for three (3) years thereafter, except as required in the course of this engagement with Customer. Allied Universal will not disclose its retention as a provider of TDE Services and neither party will disclose these provisions to any person without the prior written consent of the other party.
6. **Off Duty Police Officers:** Customer understands and agrees that Allied Universal’s ability to provide Off-Duty Police Officer (“ODO”) Services hereunder, whether initially or on a continuing basis, cannot be guaranteed as the availability of these officers is subject to the overriding requirements of the jurisdiction/police department for which they are employed.
7. **CONFLICTS OF INTEREST:** For a period of six (6) months following any termination hereof, Customer shall not, directly or indirectly, hire, solicit, or encourage to leave Allied Universal’s or a Third Party Provider’s employment, any employee, or consultant provided hereunder or hire any such employee or consultant who has left Allied Universal’s or a Third Party Provider’s employment or contractual engagement within six (6) months of the ending of such employment or engagement.
8. **INDEPENDENT CONTRACTOR:** Allied Universal’s relationship to the Customer is that of independent contractor, and nothing shall be construed or deemed as creating any other relationship.
9. **INDEMNIFICATION:** Except and to the extent of Allied Universal’s gross negligence or willful misconduct in the performance of TDE 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, any occurrence or event on or related to the Premises or TDE Services otherwise rendered, including, but not limited to, any liability arising from Allied Universal employee negligence in performing or failing to perform TDE Services required hereunder. The provisions of this Section shall survive the termination or expiration of the Security Agreement.
10. **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 Allied Universal 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 Customer’s overall obligation to indemnify hereunder. The provisions of this Section shall survive the termination or expiration of the Security Agreement.
11. **MERGER:** The merger or consolidation of Customer into or with any other entity shall not terminate the provision of TDE Services.
12. **TERMINATION:** Either party may terminate TDE Services at any time by ten (10) business days’ prior written notice to the other party. Upon termination, Allied Universal will cease providing TDE Services and shall be paid by Customer for such services and expenses as specified in the Security Agreement through the date of termination.
13. **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.
14. **REPRESENTATIONS, WARRANTIES AND DISCLAIMERS:**
  - (a) Each party represents and warrants that it has full power and authority to enter into these provisions.
  - (b) Customer’s implementation of any recommendations, procedures or improvements included in TDE Services does not guarantee compliance with any law, regulation or applicable standard of conduct. Customer agrees that it alone is

responsible for security measures implemented or not implemented and decisions regarding same.

(c) TDE 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 TDE SERVICES, THEIR QUALITY, ACCURACY, RELIABILITY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FITNESS FOR A PARTICULAR PURPOSE OR THAT TDE SERVICES ARE ERROR FREE OR WILL BE OFFERED WITHOUT INTERRUPTION. BY PROVIDING TDE SERVICES, ALLIED UNIVERSAL DOES NOT REPRESENT OR WARRANT THAT SUCH TDE SERVICES ARE SAFE, ADVISABLE OR WITHOUT RISK AND IS NOT LIABLE FOR DAMAGE OR LOSS THAT MAY RESULT FROM RELIANCE ON TDE SERVICES OR FOR IMPLEMENTING OR NOT IMPLEMENTING WHAT MAY BE RECOMMENDED IN CONNECTION WITH TDE SERVICES.

15. **THIRD-PARTY INFORMATION:** TDE 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 Allied Universal in reliance thereon or resulting in interruption of any aspect of TDE Services.
16. **LIMITS ON LIABILITY:** In respect to TDE Services, the limit of Allied Universal's liability (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) to 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 Customer to Allied Universal for the applicable TDE Services, inclusive of defense costs. 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 TDE 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 (1) 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 TDE Services reflects such allocations.
17. **POLICE FUNCTIONS:** Anything to the contrary in the Agreement or these TDE Terms notwithstanding, Allied Universal shall not be liable for any claims, actions,

liabilities, damages, losses, costs and expenses, including reasonable attorney's fees, arising from the conduct of any Off-Duty Police Officer that is consistent with the powers, duties and privileges granted to deputized police officers by any applicable law or regulation ("Police Functions"). Customer hereby waives and unconditionally releases, in perpetuity, any claim now existing or hereafter arising, whether known or unknown, that relates in any way to any of the foregoing. Specifically but without limitation of the foregoing, Allied Universal's indemnification obligations shall not apply to any Police Functions performed by the Off-Duty Police Officers. This Section shall survive completion by the Off-Duty Police Officers of the services for Customer.

18. **NO THIRD-PARTY BENEFICIARY:** TDE Services to be provided hereunder are solely for Customer's benefit and any benefit TDE Services may have to others is purely incidental and neither Customer nor Allied Universal intends to benefit others by TDE Services or represents that TDE 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 TDE 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 TDE Services and supersede any prior understanding or representation of any kind. All capitalized terms used, but not defined, in these TDE Terms are as defined in the Security Agreement and, where in conflict, these TDE Terms shall govern. Notwithstanding anything to the contrary, should any conflict exist, the order of precedence shall be (i) these TDE 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 TDE 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 TDE 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 these TDE Terms 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.