

Licensed Software-as-a-Service (LSaaS) Terms

These Licensed Software-as-a-Service Terms and Conditions (“LSaaS 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 an agreement, including any applicable addenda, schedules, or riders thereto (the “Security Agreement”) with Allied Universal (“Customer”) that expressly provides for the provision of software by Allied Universal (the “LSaaS Services”). Customer agrees that the provision of the LSaaS Services are governed by these LSaaS Terms and applicable reference herein, which may change from time to time without notice.

Allied Universal via agreements with certain parties is the licensee, permitted licensor and/or authorized reseller (“Technical Provider Agreement(s)”) of that certain SaaS, and Web-based technology, that comprise the LSaaS Services as described more particularly in the applicable Attachment A (available at <https://www.aus.com/service-terms>) relevant to Customer’s chosen Technical Provider and software model and made a part hereof by reference (the “Platform”).

1. **PLATFORM:** Allied Universal hereby agrees to license to Customer the licensed software subject to these LSaaS Terms, subject to availability from Technical Provider (as defined below), 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 as set forth in the Security Agreement. Subject to the terms and conditions of these LSaaS Terms, Customer shall have a non-exclusive, non-transferable, revocable, limited right to access the Platform for Customer’s internal business use only. The Platform is licensed on a subscription basis to Customer and not sold. The Platform are and shall at all times be and remain the exclusive property of Allied Universal or the Technical Provider, even if installed in or attached to real property by Customer. Except as expressly provided herein, Allied Universal or the Technical Provider shall retain all right, title, and interest in and to the Platform, including, but not limited to, all intellectual property rights therein.
 - 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; (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; and (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 none of the associated hardware and/or other equipment associated with LSaaS Services or used to access LSaaS Services, including but not limited to routers, networks, cell equipment, computers and/or devices, is provided or owned by Allied Universal.
 - 1.3. **AVAILABILITY:** Customer acknowledges and agrees that the LSaaS Services and Allied Universal’s rights hereto may be fulfilled, executed, delivered, provided, and/or serviced by third parties and their agents and assigns (“Technical Providers”) and such Technical Providers shall be granted the necessary access to its facilities. 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 LSaaS Services and/or the terms under which the LSaaS Services are being provided. Customer hereby acknowledges that the Technical Providers disclaim and make no representation or warranty with respect to the LSaaS Services or any portion thereof, and assume no liability for any claim that may arise with respect to the LSaaS Services or Customer’s use or inability to use the LSaaS Services, except as expressly set forth in the Security Agreement.
2. **HOSTING AND SUPPORT:** Allied Universal 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 access the Platform is also responsible to provide commercially reasonable 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 maintain accessibility to the Platform during the Term; provided, however that Allied Universal makes no representation of availability of the Platform.
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 LSaaS Terms, Customer shall be in default of these LSaaS Terms. In the event Customer does not immediately commence its best efforts to cure a default or such default is not capable of being cured, in Allied Universal’s sole discretion Allied Universal may (a) cure such default and the cost of such action shall be paid by Customer; or (b) declare Customer in default of the LSaaS Terms. In the event of default, Allied Universal may, as permitted by law, immediately terminate or suspend access to the Platform. Termination of the LSaaS Terms will not terminate the Security Agreement. Termination shall not affect Customer’s obligation to pay all amounts owed under the Security Agreement, including fees due for the entire term.
4. **USE OF PLATFORM:** Customer shall have the right to access the Platform on the first day of the Term. Upon expiration of the Term or early 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 null and void.
 - 4.1. **PROPER USE:** Customer shall only use the Platform in a careful and proper manner and will comply with all laws, rules, ordinances, statutes, orders, and instructions from Allied Universal and/or the Technical Provider. Customer shall keep the 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 Platform.
 - 4.2. Upon payment of the first invoice including LSaaS Services, Customer agrees it has accessed the Platform and acknowledges that it is in good and acceptable condition.
 - 4.3. **ADDITIONAL TERMS:** Attachment A may contain additional terms required by the Customer’s selected Technical Provider and Customer hereby agrees to said additional terms.
 - 4.4. **CUSTOMIZATION:** If indicated as available in Schedule A, 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 the fees contained therein. 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 Platform as provided in these LSaaS Terms, (b) it will, in the performance of these LSaaS Terms, comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances, and (c) the Platform will conform in all material respects with the specifications set forth in these LSaaS Terms and on Attachment A. Allied Universal and/or Technical Provider reserve the right to make changes or improvements to the Platform and/or these LSaaS Terms, without notice to Customer, subject to their business policies, technologies, practices, and procedures.
6. **CUSTOMER REPRESENTATIONS:** Customer hereby represents and warrants to Allied Universal that (a) access to the Platform is solely for use in the conduct of the Customer’s internal business, (b) Customer will comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances in its access to the Platform, and (c) any data uploaded to the 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:** 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. ALLIED UNIVERSAL DISCLAIMS ANY WARRANTY THAT THE PLATFORM MAY NOT BE COMPROMISED OR CIRCUMVENTED OR WILL PREVENT ANY PERSONAL INJURY OR PROPERTY LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, AND THE PLATFORM AND LSaaS SERVICES ARE NOT GUARANTEES THAT SUCH WILL NOT OCCUR.

8. **LIMITATION OF LIABILITY:** In no event shall Allied Universal or Technical Provider 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 LSaaS Terms whether in an action in contract, tort, or otherwise, even if Allied Universal or Technical Provider had been advised of the possibility of such damages. In no event shall Allied Universal's or Technical Provider's aggregate liability, inclusive of defense costs, arising out of or related to these LSaaS Terms and/or LSaaS Services exceed the amounts paid by Customer for the LSaaS 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 LSaaS Terms. These LSaaS Terms and the LSaaS Services are solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.
9. **DATA:** Data collected or generated through Customer's use of the Platform involving its business affairs, employees, or systems, or identifies Customer and/or contains PII shall be owned by Customer. Customer 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 this data. Notwithstanding the foregoing, Allied Universal or the Technical Provider will have the right to access such data at any time and retain a copy of such data upon expiration or termination of the Security Agreement and/or these LSaaS Terms. All other information or data not specifically identified herein, regardless of whether Customer may have access to such data, remains the property of or is assigned to Allied Universal or the Technical Provider. Allied Universal shall have the right to delete any stored data from its systems after one-hundred and twenty (120) 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 the data for more than said timeframe and no such written agreement is reached, Allied Universal will bill and Customer agrees to pay Allied Universal at the rates established in Attachment A or as mutual agreed to by the parties. 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 thirty (30) days of any expiration or termination of these LSaaS Terms, Customer shall have the right to access and obtain a copy of the stored data upon prior written request to Allied Universal.
10. **FEEDBACK:** Any ideas, suggestions, guidance, content, or other information disclosed by Customer to Allied Universal or the Technical Providers related to the Platform or 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.
11. **SEVERABILITY:** If any part or parts of these LSaaS Terms shall be held unenforceable for any reason, the remainder of these LSaaS Terms shall continue in full force and effect. If any court of competent jurisdiction deems any provision of these LSaaS 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.
12. **INDEMNIFICATION:** Customer, to the fullest extent permitted by law, will indemnify, defend, and hold Allied Universal and Technical Provider 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 LSaaS Terms. 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 hereto. Allied Universal agrees to maintain sufficient insurance coverage to cover its obligations hereto and such coverage expressly applies and overwrites any insurance and indemnification requirements in the Security Agreement as they relate to the LSaaS Services and Customer shall only look to this provision in relation to the LSaaS Services.
13. **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 LSaaS Terms shall survive termination or expiration of the LSaaS Services.
14. **NO 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 LSaaS Services,
15. **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. Customer 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 PII. 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.
16. **ENTIRE AGREEMENT:** These LSaaS 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 LSaaS Services and supersedes any prior understanding or representation of any kind preceding the revision date listed in the footer of these LSaaS Terms. All capitalized terms used, but not defined, in these LSaaS Terms are as defined in the Security Agreement and, where in conflict, these LSaaS Terms shall govern. Notwithstanding anything to the contrary, should any conflict exist the order of precedence shall be for the provision of LSaaS Services, (i) these LSaaS Terms, (ii) the applicable Attachment A, (iii) the Security Agreement, and (iv) any other applicable document. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of these LSaaS Terms.
17. **WAIVER:** The failure of either party to enforce any provisions of these LSaaS Terms shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with these LSaaS Terms. The acceptance of fees by Allied Universal does not waive Allied Universal's right to enforce any provisions of these LSaaS Terms.