

Robot Machine-as-a-Service (RMaaS) Terms

These Robot Machine-as-a-Service Terms and Conditions (“Robot 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 to provide security-related services and/or any applicable addenda, schedules, or riders thereto (“Security Agreement”) with Allied Universal (“Client”) that expressly provides for the provision of autonomous security robots (the “Robot Services”). By its execution of the Security Agreement, Client agrees that the provision of the Robot Services as provided in the Security Agreement are governed by these Robot Terms which may change from time to time without notice and/or as required by the Technical Providers.

Allied Universal, via agreements with certain parties that develop, service, or manufacture autonomous security robots (“Technical Provider Agreement(s)”), is an authorized distributor/licensee of that certain SaaS and Web-based technology (“Application”) and autonomous robot(s), charging station(s), and on-site technology (“Equipment”) that comprise the Robot Services as described more particularly in the Attachment A, found at <https://www.aus.com/service-terms>, that is applicable to the relevant Technical Provider and model provided to Client per the Security Agreement.

1. **EQUIPMENT AND APPLICATION:** Allied Universal hereby agrees to use commercially reasonable measures to deliver to Client in accordance with these Robot Terms, subject to availability from Technical Provider, scheduled downtime, force majeure event, or other events outside of Allied Universal’s reasonable control, and Client agrees to accept delivery from Allied Universal of, the Application and the Equipment as set forth in the Security Agreement. Subject to the terms and conditions of these Robot Terms, Client shall have a non-exclusive, non-transferable, revocable, limited right to access the Application and possess the Equipment for Client’s internal use only.
 - 1.1. **RESTRICTIONS:** Client shall not, and shall not permit any third party to: (i) modify or create any derivative works based on the Application any portion thereof, or content stored thereto; (ii) reproduce the Application; (iii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the Application or provide access to the Application 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 Application, 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 Application, the Equipment, or content stored thereon; (vi) add any logos, proprietary marks or other notices or markings to the Application or Equipment; or (vi) use the Application or content stored thereon 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 Robot Services or used to access Robot Services, including but not limited to routers, networks, cell equipment, computers and/or devices, is owned, controlled or selected by Allied Universal.
 - 1.3. **AVAILABILITY:** Client acknowledges and agrees that the Robot Services and Allied Universal’s rights hereto may be fulfilled, executed, delivered, provided, and/or serviced by third parties and such third parties and their agents and assigns (“Technical Providers”) and such Technical Providers shall be granted the necessary access to Client’s facilities. In the event of termination or expiration of the Security Agreement, the Robot Terms, or the underlying Technical Provider Agreement(s), for any reason, Allied Universal shall have no obligation to ensure and/or provide continuation of the Robot Services and/or such terms under which same are being provided. Client hereby acknowledges that the Technical Providers disclaim and make no representation or warranty with respect to the Robot Services or any portion thereof, and assume no liability for any claim that may arise with respect to the Robot Services or Client’s use or inability to use the Robot Services.
2. **HOSTING AND SUPPORT:** Allied Universal will provide Client with information sufficient to allow Client to access the Application through a Web browser and the Equipment to maintain web-connectivity. Client is solely responsible for providing, at Client’s own expense, all necessary telephone lines, Internet connections, equipment, software (including a compatible Web browser), wifi-network or LTE connectivity, and services for access to the Application and the Equipment’s web-connectivity and provide security measures to prevent unauthorized access. Client is responsible for upgrading and configuring Client’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 Application and the Equipment. Allied Universal will use commercially reasonable efforts to support the Application and the Equipment, and maintain its accessibility for Client during the term of these Robot Services (“Term”); provided, however that Allied Universal makes no representation of availability. As they become available, Allied Universal may provide Client with Application updates and upgrades.
3. **DEFAULTS:** If Client fails to (i) keep the Application and Equipment reasonably secure and without damage (cosmetic or otherwise), (ii) provide, in Allied Universal’s sole discretion, an environment conducive to the use of Robot Services or (iii) fails to substantially perform or fulfill any material obligation under these Robot Terms, Client shall be in default of these Robot Terms, provided, however, that Client 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 Client 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 Client’s financial obligations under the Security Agreement and/or these Robot Terms; or (b) declare Client in default of the Robot Terms. In the event of default, Allied Universal may, as permitted by law, terminate access to the Application and seize the Equipment. Termination of the Robot Terms will not terminate the Security Agreement or Client’s continued payment obligations for Robot Services until the end of the then current Term.
4. **USE OF EQUIPMENT AND APPLICATION:** Client shall be entitled to possession of the Equipment and Client shall have the right to access the Application on the first day of the Term. At the expiration of the Term or upon termination, Client 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 Security Agreement. At the expiration of the Term or upon termination, Client’s right to access the Application and possess the Equipment shall immediately terminate, all rights granted hereunder will be immediately and automatically revoked, and all licenses are immediately revoked and void.
 - 4.1. **PROPER USE:** Client shall only use the Equipment and Application in a careful and proper manner and will comply with all laws, rules, ordinances, statutes, orders, and instructions from Allied Universal and/or Technical Provider regarding the use, maintenance, and storage thereof. Client shall keep the Equipment and Application 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 Application.
 - 4.2. **INSPECTION:** Upon delivery of the Equipment to Client, initial set-up of the Robot Services, or payment of the first invoice, whichever occurs first, Client acknowledges it has inspected the Equipment and that the Equipment is in good and acceptable condition.
 - 4.3. **MAINTENANCE:** The Equipment will be maintained remotely. In the event the Equipment cannot be maintained remotely, Allied Universal will perform onsite maintenance at no additional cost to Client. Maintenance that cannot be completed within 48 hours of a Technical Provider’s arrival at Client’s location will, at Allied Universal’s sole discretion, result in the suspension of Robot Services or the substitution of the Equipment. Allied Universal shall credit the Client’s account for the hours in which Robot Services were suspended. In the event the Equipment is lost or damaged beyond repair and such loss or damage is not directly due to Allied Universal’s sole negligence, Client shall pay to Allied Universal the replacement cost of the Equipment.
 - 4.4. **CUSTOMIZATION:** If requested by Client and as mutually agreed by execution of a stand-alone Consulting Agreement, Allied Universal and/or the Technical Providers will coordinate and 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 not less than \$195 per hour or as agreed in writing by Allied Universal and Client; Allied Universal will respond to such requests within a reasonable time after receipt of Client’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 Client that (a) it has the ability to provide the Equipment and Application as provided in these Robot Terms, (b) it will, in the performance of these Robot Terms, comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances as

related to the Robot Services, and (c) the Equipment and the Application will conform in all material respects with the specifications set forth in these Robot Terms and on [Attachment A](#). Allied Universal will pass onto the Customer any warranties provided by the Technical Providers (e.g. the robot manufacturer) that it is permitted to pass on to Client. Allied Universal reserves the right to make changes or improvements to the Equipment, Application and/or these Robot Terms, without notice to Client, subject to its business policies, technologies, practices, and procedures.

6. **CUSTOMER REPRESENTATIONS:** Client hereby represents and warrants to Allied Universal that (a) each item of Equipment and access of the Application is solely for use in the conduct of the Client's internal business, (b) Client 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 Application, and (c) any data uploaded to the Equipment and/or Application will be done so only after obtaining appropriate consents of such persons or parties as required by law on behalf of both Client and Allied Universal.
7. **WARRANTY DISCLAIMER:** EXCEPT AS SET OUT IN THESE ROBOT TERMS, ALLIED UNIVERSAL MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF AND ON BEHALF OF THE TECHNICAL PROVIDERS, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, DATA LOSS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALLIED UNIVERSAL DOES NOT WARRANT THAT THE EQUIPMENT OR APPLICATION 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 EQUIPMENT AND APPLICATION MAY NOT BE COMPROMISED OR CIRCUMVENTED OR WILL PREVENT ANY PERSONAL INJURY OR PROPERTY LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, AND THE EQUIPMENT AND APPLICATION ARE NOT INSURANCE OR GUARANTEES THAT SUCH WILL NOT OCCUR. THE PROVISION OF THE ROBOT SERVICES IS SUBJECT TO THE TERMS HEREIN.
8. **LIMITATION OF LIABILITY:** In no event shall Allied Universal be liable to Client for indirect, incidental, special or other consequential damages, including without limitation damages for loss of profits or use or loss of data, incurred by Client or any third party, arising out of or related to these Robot Terms and/or the Robot Services whether in an action in contract, tort, or otherwise, even if Allied Universal been advised of the possibility of such damages. In no event shall Allied Universal's aggregate liability, inclusive of defense costs, arising out of or related to these Robot Terms and/or the Robot Services exceed the amounts paid by Client for the Robot 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 Client agree that the foregoing limitations represent a reasonable allocation of risk under these Robot Terms. These Robot Terms and the Robot 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 the Equipment and Application that does not personally identify Client and/or contain PII ("Machine Data") shall be owned by Allied Universal. Data collected or generated through Client's use of the Equipment and Application involving audio, video, incident reporting and daily activity reports ("Reporting Data") shall be owned by Client. 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. Notwithstanding the foregoing, Allied Universal will have the right to access the Reporting Data at any time and retain a copy of such data upon termination of the Security Agreement and/or the Robot Terms. All other information or data not specifically identified herein, regardless of whether Client 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 Machine Data from its systems after ten (10) days and any stored Reporting Data 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 Machine Data or Reporting Data for more than said timeframe and no such written agreement is reached, Allied Universal will bill and Client shall pay the rates established in [Attachment A](#). Allied Universal makes no representation that all requests for storage beyond said

timeframe can or will be honored. Within 30 days of any expiration or termination of these Robot Terms, Client shall have the right to access and obtain a copy of the stored Machine and Reporting Data upon request to Allied Universal.

10. **OWNERSHIP:** The Equipment and Application is licensed on a subscription basis to Client and not sold. The Equipment and Application are and shall at all times be and remain the exclusive property of Allied Universal or the Technical Providers, even if installed in or attached to real property by Client. Except as expressly provided herein, Allied Universal shall retain all right, title, and interest in and to the Equipment and Application, including, but not limited to, all intellectual property rights therein.
11. **FEEDBACK:** Any ideas, suggestions, guidance, content, or other information disclosed by Client to Allied Universal or the Technical Providers related to the Equipment, Application 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 Client 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, Client 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. Client agrees to promptly execute any documents prepared by Allied Universal consistent with this section.
12. **SEVERABILITY:** If any part or parts of these Robot Terms shall be held unenforceable for any reason, the remainder of these Robot Terms shall continue in full force and effect. If any court of competent jurisdiction deems any provision of these Robot 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 solely to Allied Universal's willful or grossly negligent acts, Client, to the fullest extent permitted by law, will indemnify, defend, and hold Allied Universal, its directors, employees and agents, including the Technical Providers, 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, Client'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 Robot Services. Allied Universal agrees to indemnify and hold Client and Client'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 Application and/or the use or access thereof infringe, violate, or misappropriate any issued patents, registered copyrights and registered trademarks in the United States. Client 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 requirements in the Security Agreement and Client shall only look to this provision in relation to the Robot Services.
14. **NO ADDITIONAL INSURED:** Client hereby waives and releases Allied Universal from any and all requirements or obligations that Client or any other party, now or in the future, be named or included as an "additional insured" as it relates to these Robot Services,
15. **BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind Allied Universal and Client and the heirs, legal representatives, successors and permitted assigns. These Robot Terms shall survive termination or expiration of the Robot 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 no way possess or gain possession of any ownership or other proprietary rights with respect to such PII that they had not previously held. Both

acknowledges and understands 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 with all applicable laws governing the use, collection, disclosure and storage of such information.

17. **ENTIRE AGREEMENT:** These Robot Terms, combined with the relevant terms of the Security Agreement and the applicable Attachment A, constitutes the entire agreement between the Allied Universal and Client regarding the Robot Services and supersedes any prior understanding or representation of any kind preceding the revision date listed in the footer of these Robot Terms. All capitalized terms used, but not defined, in these Robot Terms are as defined in the Security Agreement and,

where in conflict, these Robot Terms shall govern. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of these Robot Terms. Notwithstanding anything to the contrary, should any conflict exist the order of precedence shall be for the provision of Robot Services, (i) these Robot Terms, (ii) the applicable Attachment A hereto, and (iii) the Security Agreement.

18. **WAIVER:** The failure of either party to enforce any provisions of these Robot 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 Robot Terms. The acceptance of Subscription Fees by Allied Universal does not waive Allied Universal's right to enforce any provisions of these Robot Terms.