

CK TACTICAL SECURITY

Guarding your community



SECURITY EQUIPMENT USE AND FEE AGREEMENT

SECURITY EQUIPMENT USE AND FEE AGREEMENT between

_____ located at _____ (hereinafter “User”) and CK Tactical Security Inc. (hereinafter “Company”) dated this ____ day of _____ 202__.

CK Tactical Security, Inc. and _____, (hereinafter sometimes collectively referred to as “The Parties” hereby agree to the following terms and conditions.

Terms & Conditions

1. **SECURITY EQUIPMENT.** Company hereby agrees to facilitate User’s access to and use of a LiveView Unit Security System (hereinafter referred to as “Security Equipment”) to be placed at the Site specified herein by User. This Security Equipment Use and Fee Agreement contains the terms and conditions that govern and are applicable to User for use of Security Equipment, and User’s access to any SaaS Solution, Hardware, Software, Services, and Documentation that may be necessary for the use of Security Equipment. The Parties agree that LiveView Technologies, Inc. (hereinafter referred to as “LVT”) is Company’s third-party Security Equipment supplier. Upon execution of this Agreement by both Parties, Company hereby grants to User, the right to use Security Equipment, strictly in accordance with the terms and conditions of this Agreement. User’s right to use Security Equipment, is granted by Company to User under this Agreement strictly on a non-exclusive, non-transferable, non-sublicensable, and restricted basis only for User’s lawful internal business purposes during the applicable Use Term (as defined below), and is conditioned upon and subject to User’s timely payment to Company of all Fees due or payable as required under this Agreement and User’s full compliance with all terms and conditions of this Agreement.

1.2 **SaaS SOLUTION.** Pursuant to this Agreement, User shall have access to and use of the SaaS Solution necessary for the operation Security Equipment. User acknowledges and agrees that the SaaS Solution is currently operated and performed from and through Amazon Web Services (“Service Center”) and that User Data will be stored on and processed by equipment and systems at such Service Center; provided however, that the foregoing shall not prohibit the operation and performance of the SaaS Solution from a different service center or location in the United States, including if Company’s third-party Security Equipment supplier, LVT, determines that such different service center or location is necessary pursuant to LVT’s then-current disaster recovery plan or back up plan. Under this Agreement, User shall have access to and use of the SaaS Services via the Internet by use of unique User ID’s and

passwords. User will be provided all such User ID's and passwords to one or more User administrators designated by User ("Administrators") who will distribute such information to User. LVT will provide all such User ID's and passwords to the Administrators following LVT's receipt from Company of written notice from the applicable Administrator of the name and e-mail address of each such User requiring a User ID and password. Following Company's written request to LVT, Company will terminate the access and use rights associated with the requested User ID and password.

1.3 SUSPENSION. Company and its third-party Security Equipment supplier, LVT, reserve the right to suspend User's access to or use of the SaaS Solution, Hardware, Software, Services, and/or any other components of the Security Equipment: (i) for scheduled or emergency maintenance; (ii) immediately if User breaches any provision of this Agreement; (iii) as Company deems reasonably necessary to respond to any actual or potential security threat, breach, or concern, including those that may affect Company, User, or Company's third-party Security Equipment supplier, LVT; or (iv) immediately if User access to or use of the SaaS Solution, Hardware, Software, Services, or any other components of the System is interfering with or otherwise negatively impacting access to or use of any LVT product or service by any other Company users or LVT customers, or is violating any applicable laws, rules, regulations, or third-party rights.

1.4 USER NETWORK. User acknowledges and agrees that it shall access and use the SaaS Services and Software provided or made available to User by Company under this Agreement strictly in connection with the Hardware within the designated System for which it was provided by Company under this Agreement. Installation of any Software, shall not include any modifications to the User's network, systems, security, or firewall settings without User's prior approval. Company and LVT shall not be responsible or liable for any setup, operation, maintenance, performance, or compatibility issues for or in connection with User's network or systems, all of which remain the sole responsibility and liability of User. Company may charge User additional fees or amounts for services required to be performed by Company or LVT due to any inability to connect the Hardware to User's network or systems, or if any additional Hardware is required to facilitate connectivity between User's network or systems and the Hardware.

1.5 CUSTOMER PORTAL. Under this Agreement, Company and/or LVT may provide User with access to an online interface portal ("Customer Portal") for use by User in connection with its access to and use of the SaaS Solution, Hardware, Software, Services, and/or other components of the System. User's use of the Customer Portal is subject to Company and LVT's policies and terms and conditions of use that Company and/or LVT may establish from time-to-time and make available at the Customer Portal. Through such Customer Portal, User will provide to Company the information requested by Company, including User contact and payment information, and User will at all times keep all such User information accurate and up to date through the Customer Portal. User hereby consents to and grants Company and LVT, the right and authority to access and use the contact and other information User provides to Company through the Customer Portal, including any and all e-mail addresses, to contact User from time-to-time. User will maintain the confidentiality and security of its Customer Portal login credentials provided by Company and/or LVT to User. User will promptly notify Company in writing of any known or reasonably suspected unauthorized access to its Customer Portal account, login credentials, or any other actual or potential breach of security of which User has knowledge involving the Customer Portal, SaaS Solution, Hardware, Software, Services, and/or any other component of the Security Equipment.

1.6 DATA LIMITS. Under this Agreement, Company and/or Company's third-party Security Equipment supplier, LVT, will make the SaaS Solution available to User through the use of a cellular data connection selected by LVT. For the SaaS Solution, User will have access to five (5) gigabytes of cellular data per calendar month for a standard LVT Omni unit. For the SaaS Solution, User will have access to fifteen (15) gigabytes of cellular data per calendar month for a LVT D3 or security unit. User's data usage allotment will be reset to zero (0) on the first day of each calendar month. If User exceeds the allotted data usage granted to User in any given calendar month, then such overage will be charged by Company to User at a rate of \$10.00 USD per gigabyte (or the then-current rate charged by LVT for such overages), and User agrees that it shall pay to Company any and all such overage Fees invoiced by Company to User as provided for in this Agreement. Company shall use reasonable efforts to provide User notice when User's monthly data usage is between 70%-80% of User's applicable data usage allotment.

2. DELIVERY. Company shall have **30-day lead time** from the date of execution of this Agreement to deliver Security Equipment to the Site located at

2.1 ONE-TIME DELIVERY FEE. Upon the execution of this Agreement by User, User agrees to pay a one-time delivery fee in the amount of \$ _____, for the delivery of Security Equipment to Site. The one-time delivery fee payable by User to Company under this Agreement shall be due and payable by User to Company on the Effective Date of this Agreement, and shall be paid prior to the delivery of Security Equipment and the completion of the installation of the Hardware and/or other components of the Security Equipment to be accessed by User under this Agreement. The one-time delivery fee is a precondition to activation of access to SaaS Solution, Hardware, Software, Services, and/or any other Security Equipment components identified in this Agreement.

2.2 SHIPPING AND SET UP. User shall pay to Company any and all shipping and installation Fees, charges, and other amounts for the Hardware under the terms and conditions of this Agreement, which shall be payable by User to Company. Company may invoice User for, and User shall pay to Company, any and all Fees, charges, and other amounts for additional or add-on Hardware and/or other Security Equipment components agreed to by User and Company under this Agreement, which are delivered or stored by Company for User, and/or for any and all Services performed by Company for User before completion of the Hardware and/or other Security Equipment components installation, relocation of existing Hardware, activation of the System, or any other Service(s). All unpaid and outstanding Fees, charges, and other amounts payable by User to Company under this Agreement shall be due and payable by User to Company prior to completion of the installation of the Hardware and/or other Security Equipment and any related components under this Agreement and as a precondition to activation of the SaaS Solution, Services, and/or any other Security Equipment components identified in this Agreement.

3. **USE & ACCESS TERM.** This Agreement shall be effective as of the Effective Date above and shall remain in effect for a Use & Access Term of **6 Months** or **12 Months**, which shall begin on the date of delivery of Security Equipment by Company to the Site. This Agreement and the Use & Access Term shall automatically renew and continue subject to all terms and conditions of this Agreement, unless written notice of non-renewal of this Agreement is provided by one party to the other party at least thirty (30) days prior to the expiration of the then-current Use & Access Term. The initial Use & Access Term, and each subsequent Use and Access Term of this Agreement is referred to in this Agreement as the “Term” of this Agreement. The Term of this Agreement is subject to earlier termination of this Agreement as provided for in this Agreement.

4. **MONTHLY FEE AND PAYMENT TERMS.** User agrees to pay to Company a monthly fee in the amount of \$_____ for access to and use of Security Equipment. User’s failure to pay any undisputed amount when due will be a material breach by User. All Fees due from or payable by User to Company under the Agreement shall be paid by User to Company in full, within thirty (30) days after the date of an invoice therefor. All such Fees are payable by User to Company in United States Dollars. Any such Fees not paid by User to Company when due shall accrue interest at the lesser of 1.5% per month or the maximum interest rate allowed by applicable law until the overdue amount has been paid in full by User to Company. In the event of any expiration or termination of this Agreement by User as provided for in this Agreement, no refund or return of any Fees paid by User to Company under this Agreement shall be due or payable in any amount on account of such expiration or termination. In the event of termination of this Agreement by User as provided for in this Agreement, User shall be entitled as its sole and exclusive remedy, to receive a refund of any pre-paid fees as of the effective date of such termination. If any Company invoice due date falls on a weekend, statutory holiday, or banking holiday, then that due date will automatically be deemed to be next business day. User shall not withhold or off-set any Fees and/or payment due under this Agreement. User shall immediately notify Company in writing of any disputed Fees amounts in any invoice received by User from Company, and thereafter Company and User shall use reasonable commercial efforts to resolve such disputed Fees amounts in such invoice; provided however, that if the Parties fail to resolve such dispute within sixty (60) days of the date of the disputed invoice, then User shall pay to Company all Fees amounts in such invoice within ninety (90) days of the date of such invoice. User shall have no right, and hereby waives all right, to dispute any Fees amounts in any invoice more than ninety (90) days after the date of such invoice. User shall not be entitled to, and Company shall not grant to User, any applicable credits (as determined by Company) toward any Fees that are claimed or requested by User from Company more than ninety (90) days after the date such credits first became creditable to User. Subject in all cases to User’s obligations to pay Fees to Company as provided for in this Agreement, User may modify the payment method by which it processes or pays Company invoices from time-to-time upon prior written notice to Company. If a third-party payment processing service is utilized by User, whether online payment portal or vendor payment portal or otherwise, then User shall be solely responsible and liable for all use of such payment processing service, including User’s payment of any and all fees and amounts due or payable for use of such payment processing service. In any action filed for the purpose of recovering payment for the use of Security Equipment pursuant to this Agreement or for the purpose of enforcing any term, condition, or provision of this Agreement, the prevailing party shall be entitled to recovery, in full, of its reasonable costs and attorney fees.

4.1 CREDIT CARDS. If the method of User payment of an invoice for Fees from Company under this Agreement is by User credit card, then User agrees it shall: (i) keep User's credit card information updated with Company and (ii) authorize Company to charge User's credit card for all Fees and other amounts due from or payable by User to Company under this Agreement monthly upon due date.

4.2 ACH. If the method of User payment of an invoice for Fees from Company under this Agreement is by ACH, then User agrees it shall: (i) complete and sign an ACH authorization form in favor of Company; and (ii) keep User's bank information for such ACH payment updated with Company.

4.3 INSUFFICIENT FUNDS. If any payment of Fees by User to Company under this Agreement is returned based upon insufficient or unavailable funds in the User's account upon which such payment was drawn, a minimum insufficient funds ("NSF") charge of One Hundred Dollars (\$100.00) will be charged by Company to User and will be paid by User to Company as an additional payment to Company. Any such NSF charge or payment shall not reduce or otherwise affect any of the Fees payment obligations of User to Company under this Agreement.

4.4 COLLECTIONS. User acknowledges and agrees that it shall be responsible and liable for and shall reimburse Company for any and all costs, expenses, fees, and other amounts (including collection expenses, courts costs, and reasonable attorneys' fees) incurred by Company to enforce any of User's Fee payment obligations to Company under this Agreement.

5. RESTRICTIONS. User shall not, and shall not permit any third-party or individual to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover or discern the source code, object code or underlying structure, ideas, or algorithms of the SaaS Solution, Hardware, Software, Services, or any other component of the Security Equipment, and/or any data related to the SaaS Solution, Hardware, Software, Services, or any other component of the Security Equipment (except to the extent such prohibition is contrary to applicable law that cannot be excluded by agreement of the Parties); (ii) modify, change, revise, translate, or create any derivative works of or based on the SaaS Solution, Hardware, Software, Services, and/or any other component of the System; (iii) share, rent, lease, loan, resell, transfer, license, sublicense, distribute, or otherwise provide access to or use of the SaaS Solution, Hardware, Software, Services, or any other component of the System to or with any third-party or individual, or use or otherwise provide the SaaS Solution, Hardware, Software, Services, or any other component of the System for or in any timesharing or service bureau purposes or arrangements; or (iv) access or use the SaaS Solution, Hardware, Software, Services, or any other component of the System other than by User in accordance with this Agreement, and in compliance with all applicable laws, rules, and regulations.

6. NO SUBLETTING OR ASSIGNMENT. No right to use Security Equipment or access to SaaS Solution, Hardware, Software, Services, and Documentation, necessary for the use of Security Equipment shall be sublet or assigned, nor shall User transfer any interest in this Agreement without written consent of Company. Company may assign this Agreement without notice to User, and subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties hereto.

7. USER RESPONSIBILITIES.

7.1 MANAGEMENT AND DAY TO DAY OPERATION OF SECURITY EQUIPMENT.

User shall be solely responsible for the management and day to day operation of Security Equipment, including, but not to be limited to the placement and location of cameras. User shall immediately provide written notice to Company of any issues with Security Equipment or damages to Security Equipment, shall provide written notice to Company of any periods of down time, in which Security Equipment is offline, shall immediately provide written notice to Company in of any disruption in User's access to SaaS Solution, Hardware, Software, Services, and shall immediately provide written notice to Company if any Security Equipment has to be moved from the location of its initial installation at Site.

7.2 COOPERATION. User will reasonably cooperate with Company in connection with the performance of this Agreement as may be deemed necessary by Company, which may include User making available to Company such User personnel and information as may be reasonably required by Company to provide the SaaS Solution, Hardware, Software, Services, and/or any other component of the System to User. User is solely responsible and liable for determining whether the SaaS Solution, Hardware, Software, Services, and/or any other components of the System are sufficient for User's purposes, including but not limited to, whether the SaaS Solution, Hardware, Software, Services, and/or any other components of the System meet or satisfy User's legal and/or regulatory requirements.

7.3 SOFTWARE. User's access to or use of the SaaS Solution, Hardware, Software, Services, and/or other components of the System may require User to install certain Integration Software on User's computers, network, or systems, or may require User to install certain Mobile Software on User's mobile devices, which access and use shall be subject to the terms and conditions of this Agreement, including the access and use restrictions set forth in this Agreement.

7.4 USER INFORMATION. User acknowledges and agrees that User shall be required to provide to and share with Company and Company's third-party Security Equipment supplier, LVT, certain information for the purposes of LVT providing the SaaS Solution and/or other components of the System under this Agreement, such as usernames, LVT Admin Panel passwords, and other login information. This information may include personal information (such as email addresses and/or telephone numbers) regarding Users, and Company and LVT will use such information for the purposes of providing the SaaS Solution and/or other components of the System to Users. User hereby consents to and provides authorization for Company and LVT to use User's information for the purposes of providing the SaaS Solution and/or other components of the System under this Agreement.

8. MAINTENANCE & REPAIRS. Company shall be responsible for all maintenance and Repair Services to Security Equipment. Company will provide the Security Equipment to User as set forth in this Agreement. Company and its personnel shall use reasonable efforts when at User's location to perform Maintenance and Repair Services in compliance with User's reasonable policies and guidelines regarding site safety and security that have been provided in writing by User to Company reasonably in advance of Company's personnel arrival at the relevant User location. As part of the Services, upon User's request to Company, Company will provide to User maintenance and repair of the covered Hardware as determined by Company to be necessary due to User's normal use, wear, and tear of such Hardware. Additional charges shall be applicable and payable by User to Company for any Services for maintenance and repair of such Hardware which are determined by Company to be necessary due to changes or alterations in the User's locations or premises, changes or alterations of or to the Hardware or other components of the Security Equipment (or any part thereof) made at the request of the User, or damage to the User' locations

or premises or to the User's alarm system, or any other causes or events beyond the reasonable control of Company or its affiliates and/or independent contractors. Any Services for installation, maintenance, or repairs of the Hardware or other components of the Security Equipment shall be performed by Company and/or Company's affiliates or independent contractors during Company's normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays observed by Company. User acknowledges and agrees that any such Services for installation, maintenance, or repairs are strictly for the specific Hardware or other components of the Security Equipment covered under this Agreement, and that Company has no obligation or liability to install, maintain, support, repair, service, replace, operate, or assure the operation of any device or devices of User or any third party or individual.

9. REPRESENTATIONS & WARRANTIES. Under this Agreement, Company represents and warrants to User that:(i) Company shall perform the Services in a professional and workman-like manner in accordance with industry practices and standards for similar services using competent Company personnel having expertise suitable to perform their respective assignments from Company to provide the Services to User under this Agreement;(ii) the SaaS Solution, Hardware, and Software as provided by Company to User under this Agreement shall materially conform to the descriptions and specifications therefor as set forth in the applicable Documentation provided by Company or LVT, Company's third-party Security Equipment supplier, to User in writing under this Agreement; and (iii) Company and/or LVT, will use reasonable efforts through employment of Virus scanning technology to endeavor that no Viruses are contained in the SaaS Solution or Software.

10. RISK OF LOSS OR DAMAGE. Company hereby acknowledges and agrees that it assumes and shall bear all risk and liability for any and all loss, theft, damage, and/or destruction of any Hardware while such Hardware is in User's possession or control, except for any loss, theft, damage, and/or destruction due to User's gross negligence or willful or intentional harm. In the event of any such loss, theft, damage, or destruction of such Hardware, User shall immediately notify Company in writing thereof and follow Company's instructions regarding such Hardware.

11. INDEMNIFICATION BY COMPANY. Company shall defend, indemnify, and hold harmless User from and against any and all claims and demands, and all related losses, damages, liabilities, judgments, awards, suits, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "User Claim") to the extent arising from bodily injury, death, or damage to real or tangible property directly caused by the gross negligence or willful misconduct of Company or its employees or agents occurring while performing the Services for User under this Agreement while present at User's location(s) where such Services are provided by Company to User under this Agreement. Notwithstanding the foregoing, Company's obligations and liabilities provided for in this Section shall not apply to any User Claim arising from or in connection with any negligence or misconduct of User, User's employees, or agents, or of any other individuals who are not Company employees or agents providing the Services to User under this Agreement. Company's obligations and liabilities provided for in this Section are conditioned upon and subject to User: (i) promptly notifying Company of the relevant User Claim in writing; (ii) tendering to Company the sole and exclusive right to defend or settle such User Claim; and (iii) fully cooperating with Company in Company's defense or settlement of such User Claim at Company's sole cost and expense. User shall not enter into any settlement of any User Claim without Company's express prior written approval.

12. DISCLAIMER. USER ACKNOWLEDGES AND AGREES THAT THE FEES AND OTHER AMOUNTS COMPANY CHARGES USER UNDER THIS AGREEMENT ARE BASED UPON THE VALUE OF THE SECURITY EQUIPMENT COMPANY PROVIDES TO USER UNDER THIS AGREEMENT AND ARE UNRELATED TO THE VALUE OF ANY OF USER'S LOCATIONS, PROPERTY, OR PREMISES, ANY PROPERTY OF ANY THIRD-PARTY LOCATED IN OR ON USER'S LOCATIONS, PROPERTY, OR PREMISES, OR ANY RISK OF LOSS AT ANY OF USER'S LOCATIONS, PROPERTY, OR PREMISES. OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION ABOVE, COMPANY MAKES NO AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY DOES NOT REPRESENT OR WARRANT THAT (a) SECURITY EQUIPMENT OR ACCESS TO NECESSARY SAAS SERVICES, HARDWARE, SOFTWARE, SERVICES, OR ANY OTHER COMPONENTS OF THE SECURITY EQUIPMENT OR ANY THIRD-PARTY PRODUCTS AND SERVICES WILL NOT BE COMPROMISED AND/OR CIRCUMVENTED, (b) USING THE SECURITY EQUIPMENT OR ANY SAAS SERVICES, HARDWARE, SOFTWARE, SERVICES, OR ANY OTHER COMPONENTS OF THE SECURITY EQUIPMENT NECESSARY TO OPERATE SECURITY EQUIPMENT OR ANY THIRD-PARTY PRODUCTS OR SERVICES WILL PREVENT ANY LOSS, DAMAGE, EXPENSE, OR INJURY DUE TO ANY CAUSES, INCLUDING WITHOUT LIMITATION ANY BURGLARY, HOLD-UP, ROBBERY, THEFT, CRIME, FIRE, OR OTHERWISE, OR (c) THE SECURITY EQUIPMENT AND/OR ANY SAAS SERVICES, HARDWARE, SOFTWARE, SERVICES, OR ANY OTHER COMPONENTS NECESSARY TO OPERATE SECURITY EQUIPMENT OR ANY THIRD-PARTY PRODUCTS AND SERVICES WILL PROVIDE THE PROTECTION REQUIRED OR INTENDED BY USER. UNDER THIS AGREEMENT, THE RISK OF ANY AND ALL SUCH LOSS, DAMAGE, EXPENSE, OR INJURY REMAINS SOLELY WITH USER, AND NOT COMPANY. INSURANCE, IF ANY, COVERING ANY SUCH RISK, LOSS, DAMAGE, EXPENSE, OR INJURY SHALL BE THE SOLE RESPONSIBILITY OF USER, AND NOT OF COMPANY. COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE, OR INJURY DUE DIRECTLY OR INDIRECTLY TO ANY OF THE EVENTS DESCRIBED ABOVE IN THIS SECTION, OR THE CONSEQUENCES FLOWING THEREFROM. USER HEREBY RELEASES, WAIVES, HOLDS HARMLESS AND SHALL INDEMNIFY AND DEFEND COMPANY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW FOR ITSELF AND ITS INSURERS ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM COMPANY ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF USER OR ANY THIRD-PARTY OR INDIVIDUAL. THE DISCLAIMERS, PROTECTIONS, LIMITATIONS, AND WAIVERS IN THIS SECTION SHALL ALSO BE APPLICABLE TO COMPANY'S AFFILIATES, SUPPLIERS, LICENSORS, AND THIRD-PARTY SERVICE PROVIDERS, INCLUDING BUT NOT TO BE LIMITED TO LVT.

13. LIABILITY LIMITATION INDEMNIFICATION. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR EXHIBIT TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY LOST PROFITS, HOWEVER CAUSED. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ANY EXHIBIT TO THE CONTRARY, ANY AND ALL LIABILITY OF COMPANY UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED IN ALL CASES TO DIRECT DAMAGES ONLY WHICH IN THE AGGREGATE SHALL NOT EXCEED THE FEES PAID BY USER TO COMPANY UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO USER'S CLAIM FOR DAMAGES OR COMPANY'S LIABILITY. THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS SECTION SHALL APPLY NO MATTER HOW THE LOSS, DAMAGE, EXPENSE, INJURY, OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO COMPANY'S PERFORMANCE, NONPERFORMANCE, OR BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR FROM NEGLIGENCE (INCLUDING TORT), ACTIVE OR OTHERWISE, STRICT LIABILITY, VIOLATION OF ANY APPLICABLE LAWS, OR ANY OTHER ALLEGED FAULT ON THE PART OF COMPANY, ITS EMPLOYEES OR AGENTS. THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS SECTION SHALL APPLY EVEN IF COMPANY WAS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH LOSS, DAMAGE, EXPENSE, INJURY, OR OTHER CONSEQUENCE. THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS SECTION SHALL ALSO BE APPLICABLE TO COMPANY'S AFFILIATES, SUPPLIERS, LICENSORS, AND THIRD-PARTY SERVICE PROVIDERS.

14. TERMINATION.

14.1 BREACH. Either Party may terminate this Agreement upon written notice of such termination to the other Party if the other Party has committed a material breach of the terms or conditions of this Agreement or any subsequent amendments or addendums otherwise agreed upon by the Parties, and such Party fails to cure such breach within thirty (30) days of such Party's receipt of written notice of such breach from the non-breaching Party.

14.2 BANKRUPTCY. Either Party may terminate this Agreement upon written notice of such termination to the other Party: (i) upon the institution or if a petition is filed, notice is given, a resolution is passed, or an order is made, in each case by or against the other Party under any applicable laws relating to insolvency, administration, liquidation, receivership, bankruptcy, or any other winding up proceedings; (ii) upon the other Party's making an assignment for the benefit of creditors or making a voluntary arrangement with its creditors; (iii) upon the other Party's dissolution or ceasing, or threatening to cease to do business; or (iv) if any event occurs, or proceeding is instituted, with respect to the other Party that has the equivalent or similar effect to any of the events provided for in this Section above.

14.3 OTHER TERMINATION. In addition to Company's termination rights provided for in this Agreement, Company and/or LVT shall have the right to terminate this Agreement and/or to discontinue User's right to use Security Equipment and access to any SaaS Solution, Hardware, Software, Service(s), and/or any other components of the Security Equipment under this Agreement at any time upon written notice of such termination or discontinuance to User if: (i) Company's connections or connectability to provide the SaaS Solution, Hardware, Software, Services, and/or other components of the Security Equipment to User under this Agreement are/is damaged or destroyed by fire, weather, catastrophe, or any other cause beyond Company's reasonable control, or if Company is unable or if it is

impractical for Company to obtain or maintain any connections, rights, or privileges required for the SaaS Solution, Hardware, Software, Services, and/or other components of the Security Equipment System to transmit signals between Site and, locations or premises designated by Company's third-party Security Equipment supplier LVT; (ii) User fails to follow and implement Company and/or LVT's requirements or recommendations for the repair or replacement of any defective parts of the Hardware and/or other components of the System; (iii) User fails to comply with the Documentation or other written operating instructions for the Hardware and/or other components of the System provided by Company to User which Company in its sole discretion determines results in an undue number of false alarms or malfunctions for or in connection with the Hardware and/or other components of the System; (iv) in Company's sole opinion, the Site where the Hardware and/or other components of the Security Equipment is or are to be installed are unsafe, unsecure, unsuitable, or so modified or altered after installation so as to render continuation of SaaS Solution, Hardware, Software, Service(s), and/or other components of the Security Equipment unsafe, unsecure, unsuitable, impractical or impossible; or (v) delivery or provision of the SaaS Solution, Hardware, Software, Services, and/or other components of the Security Equipment, or continued delivery or provision of the SaaS Solution, Hardware, Software, Services, and/or other components of the Security Equipment, violates of any applicable laws, rules, regulations, or rights of any third party or individual. Company shall not be responsible or liable for any damages, losses, costs, and/or expenses of User which result from or are in connection with any such termination of this Agreement and/or any discontinuance of any SaaS Solution, Hardware, Software, Service(s), and/or other components of the Security Equipment by Company in accordance with the foregoing in this Section above.

14.4 POST-TERMINATION. Upon any expiration or termination of this Agreement, in addition to any and all other rights and remedies of Company under this Agreement, at law, or in equity: (i) User shall immediately cease all access to and use of Security Equipment, SaaS Solution, Hardware, Software, Services, Documentation, and other components of the Security Equipment; (ii) Company shall at its option have the right to take immediate possession of the Security Equipment and all Hardware and charge User for Company's costs and expenses to collect the Security Equipment and Hardware plus a 3.0% service charge on all such amounts, or declare immediately due and payable, without additional notice presentment or demand, an amount equal to the total of (a) all unpaid Fees and other amounts due from User to Company hereunder, whether accrued or due for the balance of the applicable Use & Access Term or not yet due, plus (b) as determined by Company the anticipated fair market value of the Security Equipment and Hardware at the end of the Use & Access Term if the Security Equipment and Hardware is not returned by User to Company within ten (10) days of the end of such Use & Access Term; and (iii) User shall ensure that all collected or returned Security Equipment and Hardware shall be in good working condition and repair (ordinary wear and tear excepted). User acknowledges and agrees that User has no and shall have no right of purchase and no equity in the Security Equipment and Hardware or any other component of the Security Equipment System under this Agreement by operation of law or otherwise.

15. CONFIDENTIALITY.

15.1 CONFIDENTIAL INFORMATION. Under this Agreement, the term "Confidential Information" means any information or data disclosed, provided, or made available by one Party ("Disclosing Party") to the other Party ("Receiving Party") under or in connection with this Agreement in any form (whether written, electronic, oral, or otherwise) that is marked or labeled as confidential or proprietary to the Disclosing Party, that at the time of disclosure is declared by the Disclosing Party to be confidential or proprietary to the Disclosing Party, or that reasonably should be understood to be confidential or proprietary to the Disclosing Party given the nature of the information or data and the

circumstances of its disclosure, including without limitation, any trade secrets, technology, technical information, inventions, know-how, ideas, methods, business, financial and User information, pricing, forecasts, strategies, and product and service development plans. User Data and User Personal Data are hereby deemed to be User Confidential Information. The Security Equipment, SaaS Solution, Hardware, Software, Services, Documentation, and other components of the Security Equipment are hereby deemed to be Company Confidential Information. This Agreement is hereby deemed to be Company Confidential Information, including the terms and conditions of this Agreement. The Receiving Party acknowledges and agrees that any and all Confidential Information of the Disclosing Party is and shall remain owned by and be the exclusive property of the Disclosing Party and that nothing in the Agreement shall be construed or deemed to grant or convey to the Receiving Party any rights or licenses in or to the Confidential Information of the Disclosing Party except as expressly set forth in this Agreement.

15.2 NON-DISCLOSURE AND NON-USE. The Receiving Party agrees it shall: (i) not disclose or provide any Confidential Information of the Disclosing Party to any third party or individual other than Receiving Party's employees, agents, and contractors ("Representatives") with a need to know such Confidential Information of the Disclosing Party and who have entered into written non-disclosure and non-use agreements with the Receiving Party providing for protection of the Disclosing Party's Confidential Information on terms no less protective and restrictive than those contained in this Section, and (ii) not use Confidential Information of the Disclosing Party except solely as reasonably required for Receiving Party to exercise its rights or fulfill its obligations under or in connection this Agreement. The Receiving Party agrees that it is and shall be responsible and liable for any breach of this Agreement by any of its Representatives. The Receiving Party further agrees that it shall use the same degree of care to protect against unauthorized disclosure and unauthorized use of such Confidential Information of the Disclosing Party that the Receiving Party uses with respect to its own confidential or proprietary information of similar nature, but in no event will the Receiving Party use less than a reasonable degree of care to protect such Confidential Information of the Disclosing Party against unauthorized disclosure and unauthorized use. For the avoidance of doubt, User acknowledges and agrees that Company uses the services of certain third parties for or in connection with the provision of the Security Equipment, SaaS Solution, Hardware, Software, Services, and other components of the Security Equipment to User and that such third parties will have access to User's Confidential Information, subject to Company's compliance with this Section.

15.3 EXCEPTIONS. Confidential Information of the Disclosing Party will not include any information or data to the extent the Receiving Party can demonstrate through competent documented evidence that such information or data: (i) is or becomes generally available to the public without any breach of this Agreement by the Receiving Party, or otherwise without any wrongful act of the Receiving Party; (ii) was already in the Receiving Party's possession or already known by the Receiving Party prior to initial receipt from the Disclosing Party; (iii) was rightfully disclosed to the Receiving Party without restriction by a third party who had no confidentiality or non-disclosure obligations or duties owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without any use of or reference to any Confidential Information of the Disclosing Party.

15.4 LEGALLY REQUIRED DISCLOSURE. Nothing in this Agreement will prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by judicial or governmental order, provided that, to the extent permitted by applicable law, the Receiving Party shall give the Disclosing Party reasonable prior written notice of such required disclosure and the Confidential Information of Disclosing Party required to be disclosed pursuant to such judicial or governmental order so as to permit the Disclosing Party to contest such disclosure or seek an appropriate

remedy for or in connection with such disclosure. If such remedy is not secured by the Disclosing Party, the Receiving Party agrees that it shall furnish only that portion of the Confidential Information of the Disclosing Party which the Receiving Party is legally required to furnish and, in conjunction with the Disclosing Party, to use all reasonable efforts to assure that the information is maintained in confidence by the party to whom it is so furnished.

15.5 INJUNCTIVE RELIEF. The Receiving Party acknowledges and agrees that any breach of its non-disclosure and non-use obligations provided for in this Section may result in serious and irreparable harm to the Disclosing Party for which the Disclosing Party may not be adequately compensated and for which damages are difficult to accurately measure. Therefore, the Receiving Party acknowledges and agrees that, in addition to all other rights and remedies that the Disclosing Party may have available to it under this Agreement, at law, or in equity, the Disclosing Party shall be entitled to seek the specific performance of such obligations of the Receiving Party and to both temporary and permanent injunctive relief without the necessity of posting any bond or other security.

15.6 DESTRUCTION OF CONFIDENTIAL INFORMATION. Upon written request of the Disclosing Party to the Receiving Party, the Receiving Party shall destroy Confidential Information to be specified by the Disclosing Party in writing. If instructed by the Disclosing Party, the Receiving Party shall destroy the Confidential Information specified by the Disclosing Party in writing, and shall provide written notice to the Disclosing Party of the destruction of the Confidential Information within thirty (30) calendar days from the receipt of a written request from the Disclosing Party. The Receiving Party shall not retain any copy, extract or summary of any part thereof, unless otherwise permitted pursuant to the terms of this Agreement. Notwithstanding the foregoing, the Receiving Party may retain copies of Confidential Information of the Disclosing Party to the extent necessary for purposes of the Receiving Party's compliance with its ordinary course internal document retention and backup requirements and procedures, provided that such Confidential Information of the Disclosing Party shall remain subject to the Receiving Party's non-disclosure and non-use obligations provided for in this Section for so long as such Confidential Information of the Disclosing Party is so retained by the Receiving Party.

15.7 DATA PROTECTION ADDENDUM. During the term of this Agreement, User shall comply with their respective obligations set forth in the **Data Protection Addendum** attached to this Agreement as Exhibit "A".

16. INTELLECTUAL PROPERTY RIGHTS & FEEDBACK.

16.1 INTELLECTUAL PROPERTY RIGHTS. User acknowledges and agrees that Company, its Affiliates, suppliers, or licensors exclusively own and retain any and all Intellectual Property Rights in, to, or relating to the Security Equipment, the SaaS Solution, Hardware, Software, Services, Documentation, and any and all other components of the System, including any and all Updates, modifications, changes, revisions, improvements, and derivative works thereof. This Agreement does not sell, convey, transfer, or assign to User any rights of ownership in or to the Security Equipment, the SaaS Solution, Hardware, Software, Services, Documentation, or any other components of the Security Equipment, or in or to any Intellectual Property Rights of Company, its Affiliates, suppliers, or licensors. Company, its Affiliates, suppliers, and licensors reserve all rights not expressly granted.

16.2 PERFORMANCE DATA. As between the Parties, Company shall exclusively own any and all Performance Data. Notwithstanding anything in this Agreement to the contrary, User acknowledges and agrees that Company has the right to: (i) use and modify User Data for the purposes of (a) Company and/or Affiliates or Third-Party Suppliers providing the Security Equipment, the SaaS Solution, Hardware, Software, Services, and/or other components of the Security Equipment system to

User under this Agreement, and (b) Company and/or its affiliates generating, developing, or creating Performance Data; and (ii) freely use, make available, distribute, market, sell, and otherwise exploit Performance Data for any Company and/or Company affiliate business purposes, including without limitation, for improving, developing, testing, operating, promoting, and marketing the Security Equipment, the SaaS Solution, Hardware, Software, Services, and other components of the Security Equipment system and any other products and services made available by Company. Company's rights in User Performance Data as provider for in this Section shall be permitted to be freely assigned by Company to Company's third-party Security Equipment supplier, LVT at Company's discretion, and without notice to User.

16.3 FEEDBACK. Although not obligated to do so, User may choose to provide to Company or any of Company's personnel, feedback, suggestions, ideas, comments, improvements, or other information or data regarding or in connection with the SaaS Solution, Hardware, Software, Services, and/or other components of the Security Equipment or any other products or services provided by Company under this Agreement ("Feedback"). If User provides any such Feedback to Company, then User hereby assigns to Company any and all Intellectual Property Rights of User in and to any such Feedback, and User hereby waives any and all claims they may have now or may hereafter have in the future in any country or jurisdiction to so-called "rental rights," "moral rights," and all rights of "droit moral" in such Feedback (even if such Feedback is altered or changed in a manner not agreeable to User). User represents and warrants to Company that User has all rights and authorizations necessary or required to make the assignments and waivers provided for in this Section. Company's rights in User feedback as provided for in this Section shall be permitted to be freely assigned by Company to Company's affiliate(s) or LVT at Company's discretion, and without notice to User. User will at Company's cost and expense reasonably assist Company or Company's assignee in its efforts to formalize, register, protect, and/or otherwise perfect Company or Company's assignee's rights in any such Feedback, including through the execution and delivery of documentation Company or Company Assignee determines is necessary or expedient for Company to formalize, register, protect, and/or otherwise perfect Company's rights, or the rights of Company's assignees, if applicable, in any such Feedback.

17. GOVERNMENT MATTERS.

17.1 EXPORT. Notwithstanding anything in this Agreement to the contrary, User shall not use, export, or re-export, or allow the export or re-export of the Security Equipment, the SaaS Solution, Hardware, Services, Documentation, and/or any other components of the Security Equipment system, or anything related thereto or any direct product thereof, in violation of any restrictions, laws, or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. User represents and warrants to Company that User is not named on any U.S. government denied-party list. User shall not access or use the Security Equipment, the SaaS Solution, Hardware, Software, Services, Documentation, or any other components of the Security Equipment system in or for any U.S. embargoed country.

17.2 ANTI-CORRUPTION. User acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from Company or any Company employee, agent, or Company affiliate in connection with this Agreement. If User learns of any violation of the above restriction in this Section, then User will promptly notify Company in writing thereof.

18. SEVERABILITY. If any provision of this Agreement is found to be unenforceable or invalid by an arbitration panel or court of competent jurisdiction as provided for in this Agreement, then such provision will be limited or eliminated to the minimum extent necessary to comply with such finding and the other provisions of this Agreement and any and all amendments or addendums agreed upon by the Parties will otherwise remain in full force and effect in accordance with the remaining terms and conditions of this Agreement.

19. ASSIGNMENT. Neither this Agreement, nor any of the rights or obligations under this Agreement, shall be assigned or transferred by User to any third party without Company's express prior written consent. Company may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any Affiliate or third-party, including, but not to be limited to LVT. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

20. SURVIVAL. The Sections of this Agreement which by their nature should survive termination or expiration of this Agreement will survive termination or expiration of this Agreement, including Sections 3, 4, 5, 10, 12, 13, 14, 15, 16, and 28.

21. ENTIRE AGREEMENT; AMENDMENT. This Agreement including all Exhibits and anything attached to or incorporated into it is the complete and exclusive statement of the mutual understanding of the Parties relating to the subject matter of this Agreement, and supersedes and replaces any and all previous written and oral agreements, communications, and other understandings between the Parties relating to the subject matter of this Agreement. Any representations, promises or agreements not embodied in this agreement will not be enforceable. This Agreement in order to be effective shall have been signed by an authorized representative of each of the Parties. Any amendments or modifications to this Agreement shall be effective only to the extent they are made expressly in writing signed by each of the Parties. Any waiver of any of the terms or conditions of this Agreement by a Party shall be effective only to the extent they are made expressly in writing signed by such Party. No force or effect shall be given to any terms or conditions contained on or in any User purchase order or any other User form document issued by User to Company under or in connection with this Agreement, even if accepted or not rejected by Company. No agency, partnership, joint venture, franchise, or employment relationship of any kind is created or entered into between the Parties under or as a result of this Agreement. User does not and shall not have any authority or right of any kind to bind Company, its affiliates, suppliers, or licensors in any respect whatsoever.

22. NOTICES. All notices required or permitted to be given between the Parties under this Agreement shall be in writing and shall be deemed to have been duly given to the other Party at its address first listed above in this Agreement: (i) when received, if personally delivered; (ii) when received, if delivered by courier service; and (iii) upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

23. FORCE MAEJURE. Neither Party shall be liable or responsible to the other Party under this Agreement for any failure or delay in fulfilling or performing any of its obligations under this Agreement (except for obligations of User to make payments of Fees to Company hereunder) if and to the extent such failure or delay is caused by or results from events or acts beyond the affected Party's reasonable control, including without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; pandemics; actions, embargoes or blockades in effect on or after the Effective Date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). The Party whose performance of its obligations under this Agreement is prevented or delayed by a Force Majeure Event

shall give written notice thereof to the other Party, stating the period of time the occurrence of the Force Majeure Event is expected to continue and the affected Party shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event on the performance of its obligations under this Agreement. Without limiting the foregoing, User acknowledges and agrees that Company assumes no and shall have no responsibility or liability for any interruptions, delays, or failures in installation of the Hardware or for the consequences therefrom, however caused, or for any interruptions, delays, or failures of the Security Equipment, the SaaS Solution, Hardware, Software, Services, and/or any other components of the Security Equipment System or for the consequences therefrom, due to any Force Majeure Event, and Company shall not be required to provide the Security Equipment, the SaaS Solution, Hardware, Software, Services, and/or any other components of the Security Equipment System to User while such interruption, delay, or failure of the Security Equipment, the SaaS Solution, Hardware, Software, Services, and/or any other components of the Security Equipment System is due to any such Force Majeure Event.

24. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Kentucky, and the applicable Federal laws of the United States of America, without regard to conflict or choice of laws rules or principles. The Parties agree that any dispute between the Parties arising from or relating to this Agreement shall be brought in a Court of competent jurisdiction in the State of Kentucky. The parties hereby submit to the jurisdiction of the Courts of the Commonwealth of Kentucky. All terms in this agreement are intended to apply to the maximum extent permitted by applicable law. The venue for any action arising out of or related to this Agreement shall be the Courts within Scott County, Kentucky. Each Party waives and agrees not to plead or claim that a dispute brought in such court has been brought in an inconvenient forum. Notwithstanding the foregoing, Company, Company affiliates, or Company assignees as provided for under this Agreement shall have the right at any time to institute or bring any action or proceeding in any court of competent jurisdiction for injunctive or other equitable relief for or in connection with any Intellectual Property Rights of Company or any Confidential Information.

25. PREVAILING PARTY & ATTORNEYS' FEES. In any arbitration, or legal action or proceeding between the Parties in connection with this Agreement, the prevailing Party in such arbitration, or legal action or proceeding will be entitled to recover and be awarded its costs and attorneys' fees incurred by such Party in such arbitration, or legal action or proceeding.

26. REMEDIES. The rights and remedies of Company under this Agreement, or otherwise available to Company at law or in equity, are not exclusive, but rather shall be cumulative and the exercise of any particular right or remedy by Company shall not preclude the exercise of any other rights or remedies by Company in addition to, or as an alternative of, such right or remedy.

27. COUNTERPARTS. This Agreement may be executed by the Parties in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which together shall comprise one and the same instrument. Signed copies of this Agreement may be delivered by a Party to the other Party by facsimile or email, and a facsimile or scanned copy of this Agreement so delivered shall be binding as an original.

28. DEFINITIONS.

28.1 “Security Equipment” means a LiveView Unit Security System.

28.2 “LVT” means LiveView Technologies, Inc., Company’s third-party supplier of Security Equipment, Software, Hardware, Documentation, Mobile Software, the SaaS Solution, and Services.

28.4 “Affiliate” means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with another entity, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise

28.3 “In writing” or “written document” means any written communication which has been signed by a person authorized to represent the party, including, without limitation, printed documents, facsimiles, e-mails and other electronic means forms of communication.

28.4 “Loss” means all suits, claims, losses, damages and expenses (including harmful condition(s)).

28.5 “Site” means the location designated herein by User where “Security Equipment” is to be placed pursuant to this agreement.

28.6 “Software” means the integration Software and Longview Technologies, Inc. (LVT) Mobile Software, including any and all Updates of preceding, that may be provided to User under this Agreement.

28.7 “Hardware” means Longview Technologies, Inc. (LVT) hardware and/or equipment listed or described in this Agreement, including any and all Updates preceding.

28.8 “Fee” means any and all fees and other amounts due from User and payable to Company under this Agreement.

28.9 “Documentation” means all Company and/or Longview Technologies, Inc. (LVT) documentation and/or other materials (including, but not to be limited to manuals, instructions, training materials, user guides, specifications, flow charts, technical and functional specifications, logic diagrams, and other support diagrams) for the access, use, operation, and/or functionality of the SaaS Services, Hardware, Software, Services, and/or other components of the Security Equipment System provided or made available by Company and/or third-party Security Equipment supplier, LVT to User under this agreement from time-to-time.

28.10 “User” means the entity identified at the top of this Agreement as the User.

28.11 “User Data” means any information or data about User that is supplied to Company and/or LVT by User in connection with their access and use of the SaaS Solution or Services, or which Company and/or LVT is required to access, use, generate, process, store, or transmit pursuant to this Agreement, including, but not to be limited to information about the User’s respective devices, computers, and use of the SaaS Solution or Services.

28.12 “User Personal Data” means any User Data that is personal data as defined under applicable Data Protection Laws.

28.13 “Integration Software” means all (i) proprietary software and (ii) open-source software used in providing the SaaS Solution or Services which integrates with User’s network or application,

including SSL or other VPN, Unix operating system, Microsoft application, or web application, as provided in the Documentation and any Updates, upgrades, fixes, or patches of the preceding developed and provided or made available to User under this Agreement from time-to-time.

28.14 “Intellectual Property Right” means any and all patents, copyrights, trademarks, trade secrets (including applications and registrations for any of the preceding rights), and any and all other intellectual, proprietary, and industrial property rights of whatever nature in each case in any part of the world and whether or not registered or registerable, for the full period of the applicable afforded rights and any and all extensions and renewals of any of the preceding where applicable.

28.15 “Laws” means any and all laws, ordinances, statutes, rules, and regulations of any U.S. federal, state, local governmental body or unit.

28.16 “Mobile Software” means all Company and/or LVT, proprietary mobile software applications used in providing the SaaS Solution and Services to User, and any Updates, upgrades, fixes, or patches of the preceding developed and provided or made available to User by Company and/or Company Security Equipment supplier, LVT under this agreement from time-to time.

28.17 “Performance Data” means any and all aggregate de-identified data and information from or relating to User’s access to and/or use of the SaaS Solution, Hardware, Software, Services, and/or any other components of the Security Equipment System, including any performance, analytics, or statistical data, that Company and/or LVT may collect, develop, or generate from time-to-time from or relating to User’s access to and/or use of the SaaS Solution, Hardware, Software, Services, and/or any other components of the Security Equipment System.

28.18 “Personal Information” means any information relating to an identified or identifiable individual, including, but not limited to, name, postal or email address (or other online contact information such as an online user ID), telephone number, Social Security number (or its equivalent), driver’s license number (or other government-issued identification number), date of birth, demographic information, health or medical information, health insurance information, biometric data, account information (including checking, credit card, or other financial account information), personal identification number, access code, password, security questions and answers, next of kin contact information, Internet Protocol (IP) address, or any other unique identifier or one of more factors specific to the individual’s physical, physiological, mental, economic or social identity, in whatever format, including that contained in communications, documents, databases, records, or materials of any kind whether such data is in individual or aggregate form, and regardless of the media in which it is contained, including any of the foregoing that may be (i) disclosed to Company and/or Longview Technologies, Inc. (LVT) by User under this Agreement; (ii) processed by Company and/or LVT under this Agreement; or (iii) derived by Company and/or LVT from the information described in (i) or (ii) above in this Section. Personal Information includes cardholder data from User, including transaction authorization information, primary account numbers, service codes, expiration dates, full magnetic stripe data or equivalent on a chip, CAV2/CVC2/CVV2/CID, PIN number and other information within the scope of the Payment Card Industry Data Security Standard of the PCI Security Standards Council.

28.19 “SaaS Solution” means the software-as-a-service solution made available to User from time to time under this agreement.

28.20 “Services” means the installation, maintenance, support, and other services provided, supplied, or made available to User by Company under this Agreement, including any and all Updates of the preceding.

28.21 “System” means the SaaS Solution, Hardware, Software, Services, and Documentation provided or made available to User by Company under this Agreement.

28.22 “Updates” means any and all bug fixes, patches, corrections, enhancements, updates, or upgrades (including new versions) of or for the SaaS Solution, Software, or Services, as the case may be, which are provided or made available to User by Company under this Agreement.

28.23 “Virus” means software computer instructions that: (i) adversely affect or disable the operation, security or integrity of a computing, telecommunications, or other digital operating or processing system or environment, including, without limitation, software, programs, data, databases, computer libraries, and computer and communications equipment, by altering, destroying, disrupting or inhibiting such operation, security or integrity; (ii) without functional purpose, self-replicate without written manual intervention; or (iii) purport to perform a useful function but which actually perform either a destructive or harmful function, or perform no useful function and utilize substantial computer, telecommunications or memory resources.

EXHIBIT A

Data Protection Addendum

This **Data Protection Addendum** ("DPA") is entered into under and forms part of the Security Equipment Use and Fee Agreement ("**Agreement**") entered into by and between the User named in the Agreement and CK Tactical Security, Inc. ("**Company**") This DPA shall be effective as of the earlier of the Effective Date of the Agreement or the date that User Data is first processed (as defined below) by Company and/or Company's third-party Security Equipment supplier LiveView Technologies, Inc. (LVT). This DPA is incorporated into the Agreement by this reference. Except as modified below, the terms of the Agreement shall remain in full force and effect in accordance with the terms of the Agreement.

In consideration of the mutual obligations in this DPA, the parties hereto agree as follows:

1. Definitions. The following definitions apply in this DPA. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Security Use and Fee Agreement.

1.2 "Data Subject" means an individual who is the subject of User Data.

1.3 "User Data" means any information or data processed by Company or Company's third-party Security Equipment supplier, LiveView Technologies, Inc. (LVT), or any Subprocessor on behalf of a User Group Member pursuant to or in connection with the Security Equipment Use and Fee Agreement. Without limitation, User Data includes Personal Information.

1.4 "User Group Member" means User or any User Affiliate.

1.5 "Personal Information" means any information that (a) identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household; or (b) the applicable Data Protection Laws otherwise define as protected personal information, personal data, or the like.

1.6 "Data Protection Laws" means all applicable federal, state, provincial, municipal, and foreign laws and regulations relating to the processing, protection, or privacy of Personal Information that are applicable to a particular Party's performance under the Security Equipment Use and Fee Agreement, including where applicable, the guidance and codes of practice issued by regulatory bodies (including industry self-regulation) in any relevant jurisdiction. This includes, but is not limited to any law or regulation that comes into effect after the date of execution of this DPA, including applicable data protection laws such as section 5 of the FTC Act, state data breach notification laws, the Controlling the Assault of Non-Solicited Pornography and Marketing ("CAN-SPAM" Act), the Telephone Consumer Protection Act ("TCPA"), and any other similar privacy, cybersecurity data protection laws applicable to the protection and processing of Personal Information that may be enacted during the term of this DPA.

1.7 "Security Incident" means any (a) unauthorized, acquisition, loss, access, or use of any User Data; or (b) breach of security leading to the accidental or unlawful destruction, loss, alteration, unavailability, unauthorized disclosure of or access to User Data. To clarify, the loss, theft, or unavailability of, or unauthorized access, disclosure, acquisition or other processing of User Data is a Security Incident whether or not the incident rises to the level of a security breach or incident requiring notification under the Data Protection Laws.

1.8 "Subprocessor" means any person or entity (including any third party and any Company Affiliate but excluding Company employees) appointed by Company or LiveView Technologies, Inc. ("LVT") to process User Data on behalf of any User Group Member or that Company or LVT otherwise makes User Data available for a business purpose.

1.9 “**Company Affiliate**” means a legal entity that owns or controls, or is or under common control or ownership with Company, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.10 “**collect,**” “**contractor,**” “**controller,**” “**process,**” “**processor,**” “**sell,**” “**share,**” “**sensitive personal information,**” and “**service provider**” shall be interpreted as defined by that term or the similar and reasonably equivalent terms under applicable Data Protection Laws. Their cognate terms shall be construed accordingly.

2. Personal Information Types and Processing Purposes

2.1 As between the parties hereto, User is the controller of the User Data and Company’s third-party Security Equipment supplier LVT is the processor or service provider, as applicable. As such, User retains control of the User Data and remains responsible for its compliance obligations under the applicable Data Protection Laws, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to Company and/or Company’s third-party Security Equipment supplier LVT.

2.2 Each party hereto shall comply with all applicable Data Protection Laws in the processing of User Data and provide the same level of privacy protection as may be required by the applicable Data Protection Laws.

3. Company’s Obligations

3.1 User Data is disclosed to Company and/or Company’s third-party Security Equipment supplier LVT, only for the limited purpose of providing Security Equipment and SaaS Solution Services, as set forth in the Security Equipment Use and Fee Agreement. LVT will only process User Data as a processor or service provider, as applicable, and only to the extent, and in such a manner, as is necessary for Company to provide Security Equipment and SaaS Solution Services as set forth in the Security Equipment Use and Fee Agreement in accordance with User’s written instructions. User and Company acknowledge and agree that the Security Equipment Use and Fee Agreement (including any amendments, addendums, orders made, and statements of work executed thereunder) and this DPA constitute User’s instructions to Company and/or Company’s third-party Security Equipment supplier, LVT at the time of signing of this DPA.

3.2 Company is prohibited from (a) selling or sharing the User Data; (b) retaining, using, or disclosing the User Data for any purpose other than for providing Security Equipment and facilitating access to the SaaS Solution, Services through its third-party Security Equipment supplier LVT or as otherwise set forth in this Security Equipment Use and Fee Agreement as directed by User or as otherwise required by Data Protection Laws; (c) retaining, using, or disclosing the information outside of the direct business relationship between Company and User; (d) combining User Data with Personal Information that the Company and/or LVT receives on behalf of another person or entity, or collects from its own interactions with a Data Subject unrelated to the SaaS Solution, Services, or as otherwise set forth in the Security Equipment Use and Fee Agreement; and (e) knowingly collecting User Data that qualifies as sensitive personal information unless expressly instructed to do so by User.

3.3 Company must promptly notify User if it determines that it can no longer meet its obligations under applicable Data Protection Laws.

3.4 Company will maintain the confidentiality of all User Data, will not disclose it to anyone unless User, under the terms of this Security Equipment Use and Fee Agreement (including, but not to be limited to any amendments or addendums hereto) or this DPA, specifically authorizes the disclosure, or the disclosure is required by law. If a law requires Company and/or Company's third-party Security Equipment supplier, LVT to process or disclose User Data, Company must first inform User of the legal requirement and give User an opportunity to object or challenge the requirement, unless the law prohibits such notice.

3.5 Company will reasonably assist User to meet its compliance obligations under the Data Protection Laws, taking into account the nature of Company's processing and the information available to Company.

3.6 Any notice or method used by Company in connection with the collection of User Data by Company must be consistent with Company's obligations in the Security Equipment Use and Fee Agreement, this DPA, and the applicable Data Protection Laws. Without limitation, any such notice or method must be consistent with Company being a "service provider" or "processor" to User, as those terms are defined under the applicable Data Protection Laws.

3.7 Company grants to User the right, upon notice, to take reasonable and appropriate steps to (a) help ensure that Company and/or Company's third-party Security Equipment supplier, LVT, uses User Data in a manner consistent with User's obligations under the Data Privacy and Protection Laws; and (b) stop and remediate unauthorized use of User Data.

3.8 If the Security Equipment Use and Fee Agreement permits Company to deidentify or anonymize User Data or create or use aggregate Data Subject information (collectively, "Deidentified Data"), Company must do so in a way so that it no longer meets the applicable Data Protection Laws' definition of Personal Information, and in a manner that cannot be reconstructed to identify any User Group Member. Company will (a) take reasonable measures to ensure that the Deidentified Data cannot be associated with a natural person or User Group Member; (b) publicly commit to maintaining and using the Deidentified Data without attempting to re-identify the data; and (c) contractually obligate recipients of Deidentified Data to comply with all provisions of this Section.

3.9 If the Services use or incorporate technology that uses machine learning, artificial intelligence, or other similar technologies (together, "AI Technology"), Company represents and warrants reasonable and appropriate safeguards in the operation of AI Technology including, without limitation, to identifying and mitigating the risk of bias, preventing discrimination, and otherwise meeting reasonable industry practices and evolving legal and regulatory obligations applicable to the development and use of AI Technologies.

3.10 Company shall cooperate with and assist User in its response to (and fulfillment of) Data Subject requests. If Company receives a request directly from a Data Subject to exercise their rights under to applicable Data Protection Laws with respect to their User Data, then Company shall promptly inform the Data Subject that the request cannot be acted upon because it has been sent to a service provider or processor, as applicable.

4. Complaints and Third-Party Requests.

4.1 Company must promptly notify User (but in no event later than three (3) business days) if it receives any complaint, notice, or communication that directly or indirectly relates to (i) User's

compliance with the Data Protection Laws; or (ii) Company's or LVT's compliance with the Data Protection Laws related to the processing of User Data.

4.2 Company will not disclose User Data to any third party, notwithstanding Company's third-party Security Equipment supplier, LVT, unless authorized by User or required by law. If government or regulatory authority demands access to User Data, Company will notify User prior to disclosure, unless such notification is prohibited under applicable law.

4.3 Company shall implement reasonable safeguards designed to ensure that access to User Data is restricted to only those Company or LVT personnel who have a need to know such information to enable Company to perform its obligations under the Security Equipment Use and Fee Agreement and this DPA. Company personnel engaged in the processing of User Data shall be informed of the confidential nature of the User Data, have received training regarding their responsibilities with respect to User Data comprising Personal Information, and are aware of their obligations of confidentiality with respect to Personal Information. Further, Company will take reasonable steps to ensure the reliability, integrity, and trustworthiness of all of Company's personnel with access to the User Data.

5. Security Practices. Company must at all times ensure that it implements reasonable and appropriate technical and organizational measures designed to safeguard User Data against unauthorized or illegal access, destruction, use, modification, processing, copying, or disclosure and against accidental loss, destruction, or damage. Company must document those measures in writing and periodically review them, at least annually, to ensure they remain current and complete. Further, Company must take reasonable precautions to preserve the integrity of any Personal Information it processes and to prevent any corruption or loss of the Personal Information.

6. Security Incidents. Company will within 72 hours notify User if it becomes aware of any Security Incident. Upon becoming aware of any Security Incident, Company will take prompt action to reasonably contain, mitigate risks and further harm, and recover from the Security Incident in a manner that preserves relevant evidence and can support an appropriate subsequent investigation. Company will also reasonably cooperate with and provide assistance to User to support User's review, investigation and response to the Security Incident. This coordination may include: (a) assisting with any forensic investigation or review of the incident; (b) providing User with physical access to any facilities and operations affected; (c) facilitating interviews with Company and its Subprocessor's personnel, former employees and others involved in the matter as may be appropriate; and (d) making available all relevant and non-privileged records, logs, files, data reporting, forensic reports, and other materials required to comply with all Data Protection Laws or as otherwise reasonably required by User. User shall be responsible for any and all expenses which arise from the User's specific instructions, negligence, willful default, or breach of this DPA. User will also reimburse Company for actual reasonable expenses incurred by Company when responding and mitigating damages, to the extent that the Security Incident was caused by User.

7. Cross-Border Transfers. Company's third-party Security Equipment supplier, LVT, shall store User Data on servers or equipment located in the United States. However, LVT shall be permitted to and may authorize Subprocessors located outside of the United States to process User Data.

8. Subprocessors.

8.1 Company's third-party Security Equipment supplier LVT may authorize a Subprocessor to process the User Data only if: (a) the User is given an opportunity either to opt out or to object within 7 days after the Company supplies User with details regarding such Subprocessor; (b) LVT enters into a

written contract with the Subprocessor that contains terms substantially the same as those set out in this DPA; and (c) LVT maintains control over all User Data it entrusts to the Subprocessor.

8.2 In the event that User exercises its right to object to a new Subprocessor as described above in this Section, Company will use reasonable efforts to make available to User a change in the SaaS Solution or Services to avoid the processing of User Data by the objected-to new Subprocessor without unreasonably burdening the User.

8.3 Subject to the terms and conditions of section 8.1 and 8.2, a Subprocessor located outside of the United States may view, monitor, and otherwise process User Data. However, no Subprocessor will download User Data to any system, service, or other equipment physically located outside of the United States.

9. Term. This DPA will remain in full force and effect so long as: (a) the Security Equipment Use and Fee Agreement remains in effect; or (b) Company and/or Company third-party Security Equipment supplier LVT, retains any User Data related to the Security Equipment Use and Fee Agreement, in its possession or control (the "Term").

10. Data Destruction. Upon expiration or termination of the Security Equipment Use and Fee Agreement for any reason, User shall be permitted to submit a written request to Company for Company to destroy Confidential User Data in Company's possession. Within thirty (30) calendar days of receipt of a written request by Company for the destruction of Confidential User Data, Company will securely destroy and shall not retain any User Data in its possession or control, except that Company and/or Company third-party Security Equipment supplier, LVT, may temporarily retain one copy made for backup purposes in the ordinary course; provided that such archive copy will be subject to the ongoing obligations contained herein and shall be destroyed upon the normal expiration of backup files. If any law, regulation, government, Court of law, or regulatory body requires Company and/or Company third-party Security Equipment supplier, LVT to retain any documents or materials that Company and/or LVT would otherwise be required to destroy, Company and/or LVT will notify User in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends. Company and/or LVT may only use this retained User Data for the required retention reason or audit purposes. Upon written request by User, Company will confirm in writing that it has destroyed the User Data in its possession.

Client (User)

CK Tactical Security, Inc. (Company)

Signature

Signature

By: _____
Printed name

By: _____
Printed name

ITS: _____
Title

ITS: _____
Title