KASTLE

Standard Terms and Conditions

May 2026

These Standard Terms and Conditions are incorporated and form an integral part of the Agreement between Kastle and Customer, collectively referred to as the "Parties" and each individually as a "Party", dated as of even date herewith (the "Effective Date"). The Scope of Work together with these Standard Terms and Conditions, and any attachments and exhibits or other agreed upon contract terms, are collectively referred to as the "Agreement Documents" between the Customer and Kastle. It is expressly intended that these Standard Terms and Conditions shall govern over any other conflicting term in the Agreement documents.

1. DEFINITIONS

1.1 **Fees** shall mean compensation paid by Customer to Kastle for delivery of Services, including but not limited to Installation Services, Operations Services and Maintenance Services. Fees shall be invoiced and collected on a monthly basis from Customer, unless otherwise agreed to by the Parties.

1.2 **Installation Services** refers to installation of the security detection equipment and software system(s) at the Customer's premises. An Installation Deposit of 25% of the Installation Fee is required from Customer. Kastle shall have no obligation to turn on the operations of the System until the Installation Fee has been paid by Customer.

1.3 **Laws.** All laws, statutes, regulations, ordinances of any local, state, federal, national or other jurisdictional locality, and including, without limitation, all laws applicable to the export and import of products and services, privacy and personal data, payments to government officials in the jurisdictions where the Parties operate (e.g., the U.S. Foreign Corrupt Practices Act, OECD Anti-Bribery Convention, etc.) and other similar, comparable or equivalent laws, common law and equity, and any other laws applicable to a Party's performance.

1.4 Operations Center. Kastle's Operations Center is the location where some System activities are monitored, and which may not be located in the same jurisdiction of the Customer's premises.

1.5 Operations Services and Maintenance Services in turn, means the monitoring and maintenance of applicable parts of the System installed at the Customer's premises for which fees are paid by the Customer on a recurring monthly or annual basis. When the Fees for Operations Services and Maintenance Services are combined, they are called "Managed Service Fees."

1.6 Video Monitoring System is a system that enables live views and recording of one or more areas.

1.7 Point Reporting System. A Point Reporting System is a System that is designed to detect and report changes in the status of designated electrical contact points. It is understood that by the addition or withdrawal of various system components, the System may be modified so that, in whole or in part, an Access Control System may become a Security Reporting System, and a Security Reporting System may become, or perform the functions of, an Access Control System. In addition, by the addition or withdrawal from time- to- time of various components or designated areas, a Point Reporting System may also become an Access Control System or a Security Reporting System, or either of such Systems may become, or perform the functions of a Point Reporting System.

1.8 Scope of Work is a detailed description of equipment and services to be provided by Kastle along with a summary of related Fees.

1.9 Security Reporting System. A system that is designed to detect unauthorized entry into specific designated areas.

1.10 Smart Home System. A system that is designed to automate features within individual units or rooms within the Customer's premises.

1.11 Software. All software, including without limitation, software delivered as a service used to operate within the system and derive functionality from the system provided by Kastle.

1.12 System. The installed equipment together with Kastle's software to monitor and operate the equipment makes up the "System" permitting on-going operations and monitoring of the electronic security detection equipment, access control, and /or smart home system as applicable.

1.13 System Monitoring. Kastle provides 24/7 monitoring of the functionality of the installed equipment constituting the System at the Premises ("System Monitoring") and this should not be confused with monitoring or surveillance of the Customer's Premises.

2. SERVICES

2.1 Installation Services. If applicable, Customer authorizes Kastle or its subcontractors to install equipment as detailed in the Scope of Work for the system at Customer's premises and to make any necessary inspections or tests in connection with such installation of equipment. The equipment shall be installed in a workmanlike manner in accordance with Kastle's standard installation procedures. The estimated date the installation portion of the work is to be substantially completed is not a definite completion date and subject to change. Any latent defect, hazard or obstruction, pre-existing defective equipment in need of repair or replacement discovered during the installation of the equipment will be brought to Customer's attention and may give rise to additional installation fees and costs in order to properly install the System at Customer's sole expense on a time and materials basis. Kastle will use reasonable efforts to communicate with Customer to schedule the dates and times for installation services and with Customer's written acknowledgement, Kastle will schedule date for installation services. Should installation be required in Customer's tenants' residences, Customer is responsible for communicating and scheduling installation with tenants and providing Kastle access to units to perform installation. If Kastle arrives at Customer's location based on Customer's acknowledgement and Customer (and Customer's residents) are not ready for installation services to be commenced or to be fully completed, Kastle reserves the right to make additional charges for fees on a time and materials basis for extra work due to Customer's delays or Customer's requirement to provide partial work to the project. The Customer shall allow Kastle and its employees and subcontractors reasonable access to such premises for the purpose of performing the installation services and/or safeguarding its equipment at any point during the Term of the Agreement. Customer assumes all risk of loss of equipment once delivered to the Premises.

Any equipment provided by Kastle to Customer shall remain the personal property of Kastle until it has been fully paid for in accordance with the terms of this Agreement. In the event Customer fails to pay any amounts due in accordance with the terms of this Agreement, then Customer authorizes and empowers Kastle to remove any or all such equipment from the relevant premises. No such removal shall be deemed a waiver of any rights or remedies that Kastle may have at law or in equity. The risk of theft, damage or other loss of such equipment shall pass to Customer upon installation thereof.

2.2 Operations Services. After System installation and testing is complete, as applicable Kastle will provide the following Operations Services on an on-going basis from its Operations Center: card and data administration and programming; System monitoring and reporting 24 hours per day, seven (7) days per week; and as required, System software upgrades for the pieces of equipment that are subject to such monitoring and upgrades. Kastle shall provide instruction on retrieval of any historical logs of activity. These records are business records of Kastle and are maintained for approximately thirty (30) days. Customer acknowledges and agrees that while Kastle is licensed to provide such services in its home jurisdiction, licensure requirements may not be the same outside of the United States.

2.3 Maintenance Services. If applicable and purchased by the Customer, in exchange for the monthly Maintenance Fee, Kastle shall provide protective Maintenance Services for the equipment located at the Premises except for network and communication equipment installed by others. Kastle will maintain all portions of the System in good working order during the Term of this Agreement and will correct, by repair or replacement any of the defective part or parts, any defect or defects in workmanship or material in the System which may develop from proper or normal use during the Term of this Agreement using personnel employed and supervised by Kastle and trained and qualified to keep the equipment properly adjusted. Kastle will repair any damage to the project and the service area caused by Kastle's performance of the Maintenance services. In no event shall the maintenance services provided hereunder include any repairs, maintenance, or service for any IP or other computer network used by Customer, nor shall it cover equipment damaged by lightning, fire, water, temperature, humidity, acts of God, rodents, electrical storms, power surges, accident, vandalism, and the like. If the Customer does not elect to purchase the monthly Maintenance plan, such Maintenance Services will be invoiced to Customer on a time and materials basis at Kastle's prevailing labor and equipment rates which are subject to change.

Maintenance, Operations, or Management Fees do not include repairs or maintenance for third-party wireless locks, and any repairs or maintenance provided for those locks will be charged on a time and materials basis and invoiced to Customer, regardless of any Maintenance or Management Fees paid.

When applicable, Customer is responsible for any maintenance recommended or required for its Smart Home System. Should Customer request Smart Home maintenance services be provided by Kastle or its subcontractors, Customer will be charged by Kastle on a time and materials basis. Kastle is not liable for any system outage, errors, or other issues due to failure of Customer to maintain the Smart Home System.

Video System maintenance: If Video System Maintenance Fees are included in the Agreement, Video System maintenance is included for all Kastle-provided parts. If KastleVideo gateways are used to take over existing cameras, maintenance of existing cameras and cabling is also included provided they are in working order at the time of taking over the system. This includes programming and schedule changes, user adds/remove and camera configuration and training.

Software upgrades are included for the duration of the contract. The myKastle web portal may experience brief maintenance downtime during such upgrades, but your video will continue to record on-site and equipment will continue to function.

2.4 Support Services. When applicable, Kastle shall provide Customer access to Smart Home usage instructions. Customer's employees are authorized to contact Kastle support and account management personnel to obtain assistance with using or managing System during standard business hours. Should Customer's tenants or residents contact Kastle directly, Customer's tenants or residents will be referred to Customer. Kastle will respond to Customer requests during standard business hours.

2.5 Limited Warranty. When applicable, Kastle will correct by repair or replacement the defective part(s), defects in workmanship or materials in the System which may develop with proper and normal use during the period of one (1) year from the date of installation of the System, subject to the limitations herein. In the event Customer or any agent of Customer modifies or attempts to modify the equipment provided by Kastle without its prior written consent, any and all warranties set forth in this Agreement shall become null and void. Under no circumstances will Kastle be obligated to make repairs or replacement for equipment necessitated by the negligence or misuse of the equipment by Customer or others or by reason or any other cause beyond Kastle's control. In no event shall the warranty and maintenance services provided hereunder include any repairs, maintenance, or service for any IP or other computer network used by Customer; any firmware updates, upgrades, or commissioning of locks; nor or any equipment damaged by lightning, fire, water, temperature, humidity, acts of God, rodents, electrical storms, power surges, accident, or vandalism, or other failure not directly attributable to the failure of a component of the equipment installed by Kastle. The warranties set forth in this Agreement are exclusive and in lieu of any and all other warranties, express or implied, or by statute including without limitation, warranties of quality, merchantability or fitness for a particular purpose or use.

For the avoidance of doubt, where a lock manufactured by a third party is installed alongside, or as part of, the System, the limited warranty provided by this Section will include that third party manufactured lock only if it is (1) provided by Kastle and (2) installed by Kastle personnel, or Kastle's subcontractor. For any third-party lock not

complying with this provision, any warranty claim for that equipment should be directed to the manufacturer of the lock. Within the limited warranty period, Kastle will correct by repair or replacement the defective installation of third-party locks only if it was performed by Kastle or its subcontractors. Any installation of firmware upgrades will be provided on a time and materials basis and Kastle will invoice the Customer accordingly.

Except as expressly set forth in this Section 2.5, Kastle does not represent nor warrant that the notification process will not be compromised or circumvented; that Customer's system will prevent any loss, injury, or damage, whether by burglary, holdup, or otherwise; that Customer's system or the services will be performed without error or interruption; or that the process will in all cases provide the protection for which it was installed and expressly disclaims all such warranties. This warranty does not cover any damage caused by Customer's failure to close, lock, secure, or otherwise protect or monitor any portion of Customer's premises; intrusion; or theft. Customer agrees that Kastle expressly disclaims and has not and does not assume any liability for losses as a result of the inoperability of Customer's system or services and/or the various protocols not functioning as intended. Any limited warranty services will be provided during business hours – additional costs may apply for emergency or out of hours warranty services.

2.6 Remote Video Guarding Terms. Remote Video Guarding (or Kastle Video Guarding) services are included in the services Customer is purchasing from Kastle, the terms of this Remote Video Guarding Section apply:

2.6.1 Services. Kastle will provide remote video monitoring services using the System of video cameras and audio devices employed by the Customer at the Premises, i.e. the "System". Kastle will provide one or multiple of the monitoring services more fully described below and indicated in the Scope of Work.

2.6.2 Event-based Monitoring is a service that uses software analytics either on the camera or other hardware devices to detect motion classified by the analytics software as actionable and generates an alarm during monitoring hours. This alarm is forwarded to the Kastle's 24/7 Monitoring Center for an Operator to act on based on specific, pre-determined conditions mutually agreed and accepted by Customer and Kastle. Kastle may not be the manufacturer or the camera, recorder or the video analytics software applied to the camera or hardware installed. Representations of detection criteria and limitations are governed by the equipment manufacturer's specifications. In all cases, object motion must be classified by the Software as a person or vehicle and of a specific duration to create an alarm event. Factors required for video alarm event generation include adequate lighting, the subject appearing fully within the camera's detection range for the amount of time specified as the duration. Once an alarm event is

generated, it must be presented to and interpreted by a remote video Operator. This process is not instantaneous, and therefore a delay period between camera detection and Operator response exists.

2.6.3 Monitoring for Loitering. The loitering service uses software analytics either on the camera or other hardware device to detect if a person or vehicle remains in the field of view of the camera for a pre-determined period during monitoring hours. Once the conditions generate an alarm, this alarm is forwarded to the Monitoring Center for an Operator to action based on specific, pre-determined instructions mutually agreed and accepted by Customer and Kastle. Loitering is a form of event-based monitoring, and as such, the same limitations and exclusions apply to monitoring for loitering.

2.6.4 Remote Video Patrols. This service requires an Operator in the Monitoring Center to remotely access groups of pre-determined cameras during pre-determined windows of time to perform a virtual patrol of the property. The video patrol is similar to that of a patrol usually conducted by an on-site security officer; however, constrained to the camera(s) field of view during any such patrol(s). During video patrols, the Operator will pay special attention to specific, pre-determined conditions mutually agreed and accepted by Customer and Kastle and escalate or report any breaches to the Customer in a pre-determined manner. The Customer acknowledges that the Operator can only see and action what is visible in the field of view of the camera at the time of the video patrol. The Customer further acknowledges that the placement of the cameras, lighting, and other environmental factors influence the effectiveness of video patrols.

2.6.5 Monitoring Conditions. The Customer explicitly acknowledges that, as with physical guarding, all types of remote video monitoring requires a level of subjective decision making on behalf of the Operator. It is not possible to accurately and, or consistently determine "suspicious" behavior or "authorized" personnel. The Customer understands and agrees that remote video monitoring services are not intended to provide personal protection or safety to persons or property on-site.

2.6.6 Remote Access. The Customer authorizes Kastle and its representatives to remotely access their CCTV surveillance system and other equipped outputs in real-time to be able to perform their duties, including equipment such as sirens, strobes, access control systems, public address systems, and such other 'Customer's systems necessary to perform the Services.

Upon accessing the System, the Monitoring Center shall continue to monitor the location for as long as, in its sole discretion, it deems appropriate given the circumstances.

2.6.7 Permits and False Alarms. The Customer shall obtain and keep, at its own expense, all licenses or permits that may be required by applicable law and indemnify or reimburse Kastle for any fines relating to permits or false alarms. Kastle shall have no

liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to an alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond.

In the event of termination of police or fire response by the municipal police or fire departments, this Agreement shall nevertheless remain in full force, and the Customer shall remain liable for all payments provided for herein. Should Kastle be required by existing or hereafter enacted law to perform any service or furnish any material not explicitly covered by the terms of this Agreement, the Customer agrees to pay Kastle for such service or material.

Kastle shall make every reasonable effort to view and take appropriate action of the video data and contact the person/s on the list via a telephone call or electronic communication. No more than one call to the list shall be required, and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with Kastle's notification obligation. All changes and revisions to protocols and instructions shall be supplied to Kastle in writing.

2.6.8 Disarming and Authorized Individuals. Authorized individuals must contact the Monitoring Center before entering the site during monitoring hours. Monitoring will cease for the duration expressed by the Authorized individual. The Customer acknowledges it is their responsibility to ensure the list of authorized individuals remains current at all times. Authorized individuals may also Disarm the system which will stop it from detecting events and transmitting alarms to the Monitoring Center. The Customer acknowledges that any events occurring while the system or part of the system is disarmed will not be reviewed by the Monitoring Center. The customer also acknowledges that it is the responsibility of the Customer to re-arm the system or set it to re-arm automatically after a preset period of time.

2.6.9 Contacts And Procedures. The Customer will complete a detailed Site Intake Form that will provide the details necessary to complete a document listing the address of the Premises, Operating Hours, Authorized Users, Contact List, Site Details, Scripts to be used by Operators for patrols and event-based monitoring as well as audio talk down.

2.6.10 Service Pricing. Service Fees for Event Based Monitoring is based on the number of the number of anticipated total events, patrols and incidents provided each month for the Premises. In consideration of the Services provided herein, the Customer agrees to timely pay Kastle the Monthly Remote Video Guarding Fee according to the pricing provided in the Scope of Work above.

If there is a sustained increase of 10% or greater in the actual number of events in comparison to the Scope of Work over a 90 day period, the Parties agree that Kastle may adjust the monthly Service Fee accordingly and upon 30 day advance written notice to Customer, Kastle will make proportional adjustments in pricing.

The Monthly Monitoring Fee will be due and payable on a monthly basis in advance. Such fees are due and payable even if owner provided items such as internet connectivity or power prevent normal system operation.

Unless otherwise specifically noted to the contrary herein, payment of invoiced amounts is due net thirty (30) days from the invoice date. Applicable sales taxes are not included in the monthly price. Taxes will be calculated and added to the final price at the time of invoicing, unless an exemption certificate has been provided.

2.6.11 Miscellaneous.

Internet Access. The Customer is responsible for supplying dedicated high-speed internet access at the Premises. Kastle does not provide or maintain an internet connection. Kastle is not responsible for the interruption to service or downtime of remote access caused by the loss of internet services.

The Customer acknowledges that signals which are transmitted over telephone lines, wire, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of Kastle and are not maintained by Kastle. Kastle shall not be responsible for any failure which prevents transmission signals from reaching the monitoring center or damages arising therefrom, or for data corruption, theft, or viruses to the Customers computers if connected to the network. Electronic data may not be encrypted, and wireless components of the VMS may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the U.S. National Institute of Standards and Technology. Kastle shall have no liability for access to the System by others.

Kastle may, without prior notice, suspend or terminate its services at its sole discretion in the event the Monitoring Center or communication network is nonoperational, or the Customer's System is sending excessive false alarms without evidence of unwanted activity.

Kastle shall have the right to assign this Agreement and shall be relieved of any obligations herein upon such an assignment.

3. VIDEO RETREIVAL AND RECORDING

If Kastle Video services are included in the services Customer is purchasing from Kastle, the terms of this Section apply:

3.1 Video Retrieval. Kastle will assist Customer in retrieving and exporting video for the first 90 days from the date of recording. Requests for Kastle to assist in retrieving video beyond 90 days will be billed on an hourly basis.

3.2 KastleVideo Recording. KASTLEVideo systems may be configured to record at a reduced frame rate and resolution, consistent with common DVR/NVR industry practices. The KASTLEVideo camera or gateway will retain approximately thirty (30) days of continuous recall on-board. The default setup is 1 Megapixel HD. Unless specified in the Statement of Work, the KASTLEVideo cloud will retain at least thirty (30) days of event video at High Definition. This footage includes only activity-based events in ten (10) second clips. Additional storage is available at additional monthly charges.

4. FEES

Unless otherwise agreed, Customer will pay Kastle for the installation of equipment monitoring, and maintenance services as applicable as set forth in the Scope of Work. Unless otherwise agreed upon, Customer is required to pay no less than twenty five percent (25%) of the Installation Fee upon contract execution as a deposit and thereafter Kastle is entitled to progress payments for the installation of the System. Kastle will invoice Customer for the remaining outstanding balance for the Installation Fee as progress of the System is completed. Kastle is not obligated to activate or start the operation of the System until the Installation Fee has been paid in full by the Customer. Operations and Maintenance Fees will be due from Customer upon presentation of Kastle's invoice. Kastle reserves the right to change the Installation Fee in the event the Installation Services have not commenced within six (6) months of the Effective Date of this Agreement. Such change in the Installation Fee shall equitably reflect the additional cost of materials, labor and other costs necessary to install the equipment at the Premises. In the event the change in Installation Fee is more than ten percent (10%) of the originally contracted Installation Fee, Kastle will be required to obtain Customer's written consent of the change in Installation Fee. In the event the Parties agree to combine Operations and Maintenance Fees, it will be called "Managed Service Fees." Fees do not include any permits and associated costs, any elevator service work or third party charges which are exclusively responsibility of Customer, any enrollment fees for vendor management systems in which Customer may require Kastle to enroll, or any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes, which may now or hereafter become applicable to the services or equipment provided by Kastle pursuant to this Agreement. If such taxes do apply, Kastle will list them separately on the invoice for which the Customer shall be responsible for payment.

The rates charged for Operations and Maintenance Fees (or if combined Managed Service Fees) will increase annually by four percent (4%) and will go into effect on the anniversary date of the Agreement, unless otherwise noted. Other terms and conditions of the Agreement may be subject to change with 30 days written notice to Customer.

Overtime charges will be assessed by Kastle if a Customer requires after hours or weekend work to be completed.

Kastle reserves the right to charge Customer a RUSH FEE for any project requiring a start date prior to current start schedule, according to the following guidelines:

- 20% for a start date within 5 business days of Kastle receiving a signed Agreement
- 15% for a start date within 7 business days of Kastle receiving a signed Agreement
- 10% for a start date within 10 business days of Kastle receiving a signed Agreement

5. OVERDUE INVOICES

In the event any undisputed invoice for Fees is not paid within thirty (30) days after its due date, Kastle may, in its sole discretion, impose a two percent (2%) per month finance charge (up to the maximum allowed under applicable law) and/or suspend services provided by Kastle until such invoice is paid in full. In no event shall any such suspension of services give rise to a breach of contract claim by Customer against Kastle in connection with this Agreement. In addition, the fees for any installation service provided by Kastle shall be adjusted to compensate for any additional costs arising from such suspension, including without limitation, increased costs of materials or overtime charges for labor. This provision shall not limit Kastle's right to terminate this Agreement if Customer fails to pay amounts due in accordance with this Agreement. Should Kastle exercise its right to terminate this Agreement for such failure to timely pay, in addition to the outstanding amounts due to Kastle, Customer shall reimburse Kastle for its cost of collection, including reasonable attorneys' fees, in addition to any other remedies available at law or in equity.

6. DELAYS

Kastle shall not be liable for failure to perform hereunder due to acts of God or of the public enemy, or of any Government or agency thereof, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, severe or inclement weather, electrical storms, power failures, gas leaks, differences with workmen, restrictions imposed by Government agencies, war, hostilities, riot, rebellion, acts of terrorism, delay in or lack of transportation facilities, inability to secure materials, interruption or unavailability of telephone, internet, fiber, or other network components whether provided by Customer

or otherwise, or any other cause beyond the control of Kastle. In the event of any delay due to any such cause, the date of performance of any act by Kastle will be postponed by such length of time as may be reasonably necessary to compensate for such delay.

7. INSURANCE/ALLOCATION OF RISK

The parties intend that the Customer assume all potential risk and damage that may arise at the Customer's premises by any cause or by any reason, even in the event of failure of the equipment, system or Kastle's services. Customer will look to its own insurance carrier for any loss or assume the risk of loss. Kastle shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Customer from insurance covering such loss or damage or for such loss or damage against which Customer is indemnified or insured. Customer and all those claiming rights under Customer waive all rights against Kastle and its subcontractors for loss or damages caused by perils intended to be detected by Kastle's services or covered by insurance to be obtained by Customer, except such rights as Customer or others may have to the proceeds of insurance.

8. INDEMNIFICATION

The Customer agrees to indemnify and hold harmless Kastle, its employees, agents, and subcontractors, from and against all claims, lawsuits, including those brought by third parties, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by operation of the System. The Customer shall further, at its own expense, indemnify and defend any claim that the Services, System or equipment supplied by Kastle has an adverse effect on or adversely affects any other services or systems used by the Customer and/or its tenants in their residences or their performance or functionality. Parties agree that there are no third-party beneficiaries of this Agreement. The obligations in this paragraph shall not apply to the extent any claim or loss arises or results from the gross negligence or willful misconduct of Kastle. The Customer on its behalf and any insurance carrier waives any right of subrogation the Customer's insurance carrier may otherwise have against Kastle or Kastle's subcontractors arising out of this Agreement or the relation of the parties hereto.

The Customer warrants that it has undertaken all necessary actions to address potential privacy concerns that may arise and will indemnify and hold Kastle harmless from any claims, actions, and/or losses in this regard. The Customer warrants it is duly authorized to place cameras in the monitored areas; camera views are of such a nature that the Operator is not inadvertently exposed to areas deemed to be inappropriate (such as the inside of bathrooms, locker rooms, bedrooms, or other areas where privacy should be expected). The Customer further agrees and acknowledges that is unaware of any violation by the Services of any privacy standards, rules, or regulations of Customer which may apply to Customer or

Customer's shareholders, owners, directors, officers, employees, agents, representatives, entrants, or customers and that it will provide Kastle with written notice of any potential privacy concerns.

The Customer acknowledges that not all the Premises and property may be within the recordable coverage area of any video equipment. Video monitoring of any type, including that similar to the Services, may deter and reduce crimes, but will not stop all crimes. Kastle is not assuming liability and, therefore, shall not be liable to the Customer for any loss, personal injury, or property damage or theft sustained by the Customer. In the event of any loss or injury to any person or property, the Customer agrees to look exclusively to their insurer or other third parties to recover damages. The Customer releases Kastle from any claims for contribution, indemnity or subrogation.

In addition to the foregoing, the Customer agrees to and shall defend Kastle and its officers, directors, agents, and employees, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, from and against any and all third party claims, lawsuits, actions, losses, damages, liabilities, obligations, expenses, and costs, including reasonable attorneys' fees and losses reasonably incurred in the defense of any claim whatsoever arising out of or resulting from (a) Customer's use of the equipment or Services; (b) a third party's reliance on the System or Services; or (c) a failure of the monitoring services including Point Reporting, System Reporting or Video Monitoring services to prevent bodily injury, death, property damage or loss, except to the extent such failure is the result of gross negligence or willful misconduct by Kastle.

The parties agree that the obligations of this Section will remain in full force and effect following the termination of this Agreement for any reason.

9. DAMAGES AND LIMITATION OF LIABILITY

Kastle is not an insurer under this Agreement, and the fees Kastle charges Customer are not insurance premiums. The payments set forth in this Agreement are based solely on the established value of the System ("System" as defined above) and the services to be provided hereunder and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. The equipment and Kastle's services are designed to detect and reduce certain risks of loss, though Kastle does not guarantee that no loss or damage will occur. Customer understands, acknowledges, and agrees that Kastle does not and cannot prevent, prohibit, limit, mitigate, or otherwise insure personal injury or loss or damage of life or property; that Kastle makes no guaranty or warranty (except as expressly set forth in Section 2.5 herein), including, without limitation, any express or implied warranty of merchantability, fitness for a particular purpose, that

Customer's system or services will avert, prevent, or mitigate a loss of any kind or the consequences of the loss of any kind which Customer's system or the services may be designed or intended to detect or avert. Kastle is not assuming liability, and, therefore, shall not be liable to Customer or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Customer as a result of equipment failure, human error, fire, smoke, water, temperature or humidity, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Kastle's breach of contract, negligent performance to any degree in furtherance of this Agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this Agreement or any other legal duty. Because of the nature of the System and the services to be provided, the Parties agree that Kastle's liability for damages shall be limited in the manner described below.

9.1 DAMAGES DURING INSTALLATION. In the event any property of Customer or of its agents or tenants is destroyed or damaged by any negligent act or omission of Kastle or its agents during the installation, servicing or repair of the System (as opposed to the operation or monitoring of the System), or in the event of any personal injury to Customer or to its agents or tenants arising from any negligent act or omission of Kastle or its agents during such installation, servicing, or repair of the System, then under either circumstance, Kastle's maximum liability for such direct damages or injury shall be limited to the lesser of the actual cost of repair and replacement of the damaged property article or $10,000 dollars.

9.2 DAMAGES DURING OPERATION OR MONITORING OF SYSTEM.

9.2.1 To the extent that the System is an Access Control System, Security Reporting System, Smart Home System, or Video Monitoring System, Customer understands that such System is intended to discourage, but not prevent, unauthorized entry, destruction of property or harm to persons and, as such, the System is not designed for or intended to provide security for the Premises, its contents or its occupants. KASTLE MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Kastle does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs, and Customer solely shall be liable and responsible to their tenants and others. Accordingly, the parties agree that except with respect to direct damages or direct injury caused solely by Kastle's gross negligence or willful misconduct, Kastle shall not be liable for any damages, including but not limited to special, indirect, incidental or consequential damages arising from, or claimed to have

arisen from, any unauthorized entry, destruction to property or harm to persons; provided however, that, in the event of any failure of the System, Kastle shall remain obligated to make corrections in the System subject to the terms of Limited Warranty or Maintenance program if applicable.

9.2.2 Customer acknowledges and agrees that the type, character, quantity, and extent of either the potential risks to Customer, its entrants, or any person's life or property and/or any actual damages thereto, which may result from any alleged or actual failure of Customer's system to properly operate, are uncertain and any estimation of such damages would be unreasonable, impractical, and extremely difficult. This is due, in part or in whole, to such variables as: (a) uncertainty about the amount or value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the System or Service may be designed to detect or avert; (b) the response time of any first responder, should any be dispatched as a result of notification; (c) what portion, if any, of any loss would be proximately caused by any actual or alleged failure by Kastle to perform the Services or by the System to operate; (d) the nature of occurrences which might cause injury or death to Customer or any other person which the System or Services is intended to detect or avert; (e) the reliability of the Internet connection, network, hardware, Internet service provider or telephonic communication lines to consistently connect to or monitor Customer's facilities or equipment; or (f) training, attendance, the level of subjective decision making on the part of or visual identification of a violation by the Operator and staffing requirements at Kastle's monitoring center. Kastle will incur no liability for any delay in response time or non-response of police, fire department, patrol personnel or others notified by Kastle or by the System.

9.2.3 Due to the uncertainty described immediately above in section 9.2.2, Customer agrees that, if Kastle is found liable for loss, damage or injury under any legal theory due to a failure of Services, System or Equipment in any respect, its liability shall be limited to the sum of $5,000.00 as Customer's sole remedy. It is agreed this sum will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Kastle's unexcused failure to perform any of its obligations under this Agreement.

9.3 LIMITATION OF LIABILITY. FOR PURPOSES OF THE CAPS ON DAMAGES SET FORTH ABOVE, CUSTOMER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF KASTLE, FOR ONE OR MORE BREACHES, DISPUTES, CONTROVERSIES OR CLAIMS ARISING UNDER OR IN CONNECTION WITH SERVICES PROVIDED HEREUNDER (WHETHER ANY SUCH BREACH, DISPUTE, CONTROVERSY OR CLAIM IS BASED UPON CONTRACT, TORT, STATUTE, EQUITY OR ANY OTHER LEGAL THEORY), AND FOR EVERY

EVENT AND FOR EVERY CLAIM THAT OCCURS AS A RESULT OF KASTLE'S FAILURE OF PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF KASTLE'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, THEN THE TOTAL CUMULATIVE LIABILITY OF KASTLE, ITS SUBSIDIARIES AND OTHER AFFILIATES, ITS/THEIR SUCCESSORS OR ASSIGNS FOR ALL SUCH BREACHES, DISPUTES, CONTROVERSIES, EVENTS, AND CLAIMS, WHEN COMBINED WITH ALL OTHER LIABILITY ARISING UNDER THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CLAIMS THAT MAY OTHERWISE BE THE SUBJECT OF INDEMNIFICATION), IN THE AGGREGATE SHALL NOT EXCEED A SUM EQUAL TO THE TOTAL AMOUNT OF FEES PAID TO KASTLE BY CUSTOMER UNDER THIS AGREEMENT FOR THE SERVICES FOR THE RELEVANT SITE- SPECIFIC SCOPE OF WORK DURING THE PRECEDING TWLEVE (12) MONTHS. RECOVERY OF SUCH AMOUNT AS LIMITED HEREBY WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND CUSTOMER RELEASES KASTLE AND ITS SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS, FROM ANY LIABILITY IN EXCESS OF SUCH AMOUNT. IN NO EVENT, AND REGARDLESS OF THE NATURE OF THE CLAIM, SHALL KASTLE (OR ITS SUBSIDIARIES AND OTHER AFFILIATES, ITS/THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS) BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY PUNITIVE OR EXEMPLARY, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, SALES OR BUSINESS, LOSS OF ANTICIPATED PROFITS, SAVINGS OR BUSINESS, LOSS OF COMMERCIAL REPUTATION OR OTHER ECONOMIC LOSS, LOSS OR DAMAGE TO GOODWILL, LOSS OF DATA OR LOSS OF USE DAMAGES, ADDITIONAL COSTS OF PROCURING REPLACEMENT GOODS, SERVICES, SOFTWARE OR DELIVERABLES IN PLACE OF THOSE PROVIDED OR THAT WOULD HAVE BEEN PROVIDED UNDER THE AFFECTED STATEMENT OF WORK, ON EARLY TERMINATION OF A STATEMENT OF WORK, ADDITIONAL OPERATIONS AND ADMINISTRATIVE COSTS AND EXPENSES OF MIGRATING FROM THE SERVICES TO REPLACEMENT SERVICES) ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING ANY SCOPE OF WORK), REGARDLESS OF WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT KASTLE MAY NOT, AS A MATTER OF APPLICABLE LAW, LIMIT CERTAIN LIABILITIES, KASTLE'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. NO PRINCIPAL, PARTNER, MEMBER, SHAREHOLDER, MANAGER, DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF KASTLE OR OF ANY DIRECT OR INDIRECT PRINCIPAL, PARTNER, MEMBER, OR SHAREHOLDER OF KASTLE SHALL HAVE ANY LIABILITY FOR ANY MATTER ARISING UNDER, RELATED TO, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT. KASTLE IS NOT AN INSURER UNDER THIS AGREEMENT AND CUSTOMER ACCEPTS THE LIMITATION OF KASTLE'S LIABILITY AS REASONABLE GIVEN THE SERVICES PROVIDED UNDER THIS AGREEMENT.

9.4 Effect of Unauthorized Modification. The parties agree and understand that the System is intended to operate as designed and installed by Kastle and without any modifications which have not been authorized by Kastle. Accordingly, notwithstanding any provisions of this Section to the contrary, in the event Customer or any agent of Customer modifies or attempts to modify the System without the express written authority of Kastle and such unauthorized modification is in any way a contributing proximate cause of a loss, the parties agree that notwithstanding any other contributing proximate cause of such loss, Kastle shall not be liable for any damages whatsoever arising from or which are claimed to have arisen from such loss including, without limit, special, indirect, incidental or consequential damages arising from or which are claimed to have arisen from any unauthorized entry, damaged or stolen property, or property which may have become unoccupied.

9.5 Independent Allocations of Risk. Each provision of the Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by Kastle to Customer and is an essential element of the basis of the bargain between the Parties. Customer acknowledges that this Agreement contains exculpatory language, indemnity, insurance, allocation of risk and limitation of liability provisions.

10. AVAILABILITY OF SERVICES AND COMMUNICATION ARRANGEMENTS

Kastle is not an Internet Service Provider (ISP) or cellular service provider, and Kastle does not guarantee the availability of electricity or electrical power, Internet connectivity, or the transmission of signals between the Customer premises and the Operations Center or when applicable, the Alarm.com smart home data center and PointCentral Network via any communications link. Kastle may terminate or suspend its obligation to provide services at any time in the event of: (a) a breach by Customer of this Agreement; (b) Customer abuses the System or its use of the services provided by Kastle; (c) the Operations Center, the connecting lines or the System are destroyed or are so substantially damaged that it is impractical to continue service; (d) Kastle is unable to secure or retain the connections or privileges necessary for the transmission of signals between the premises and the Operations Center or when applicable, Alarm.com smart home data center and PointCentral Network; or (e) from time to time and upon reasonable notice to Customer, Kastle needs to perform maintenance on the system or the Operations Center or when applicable, Alarm.com smart home data center and PointCentral Network. Customer understands and agrees that all calls made to and from Customer and the Operations Center may be subject to recording by Kastle and that such recording will be maintained for not less than thirty (30) days. Customer, for itself and its agents and employees, hereby consents to such recording and authorizes Kastle to maintain all data, voice and alarm communications. In the event Kastle

ceases to provide monitoring services to Customer for any reason whatsoever, Customer authorizes and grants Kastle the right to make the necessary arrangements with the communications service provider to disconnect the service from the Customer premises to the Operations Center.

11. OWNERSHIP OF DATA

Customer agrees and acknowledges that all video, audio, and other electronic information and communications ("Data") is recorded and stored on the Customer's premises. Kastle does not record, back up, or store any Data; however, Kastle does administer the storage of Customer's Data in the cloud and Customer grants to Kastle an irrevocable limited license to access Customer's Data to monitor and use the Data for any purpose during the term of this Agreement related to specific incidents. In addition to the foregoing, Customer authorizes Kastle to access and use Data to improve Services and the System as well as share Data with law enforcement to help arrest or prosecute suspected criminals or divulge Data pursuant to Court orders or subpoenas.

12. HAZARDOUS MATERIALS

Unless otherwise set forth in a Scope of Work, the Fees under this Agreement do not contemplate work in any areas that contain hazardous materials, including without limitation, asbestos. In the event any such hazardous materials are discovered in the building in which Kastle is to perform services under this Agreement, Kastle shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Kastle as a result of the discovery or presence of hazardous material shall be the responsibility of Customer and shall be paid promptly upon invoicing or, at Kastle's option, may be added to the Fees.

13. USE OF SOFTWARE

All Software, including without limitation, software delivered as a service included within the system provided by Kastle hereunder is licensed, not sold to Customer only for use in connection with the System and in accordance with the Agreement. Such Software may be used by Customer only on that portion of the System in which it has been initially installed by Kastle and may not be copied or used in or on any other terminal or device, either within the System or otherwise, without Kastle's written consent and payment of Kastle's normal fees for such additional use. Customer may not distribute, sublicense, lease, reverse engineer, decompile or disassemble the Software or any part of the Software or make the Software available to any third party. Customer may not remove or alter any copyright or proprietary notices on the Software. Customer agrees that the Software will not be accessed in any

country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"), and Customer shall comply with all such Export Laws. All rights to use the Software are granted on condition that such rights are forfeited if Customer fails to comply with the terms of this Agreement. The Software was developed at solely private expense and meets the definition of "Commercial Items," as that term is defined in FAR 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in FAR 12.212 and DFARS 227.7202, as applicable. Consistent with FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

14. SIGNAGE

Customer will take all commercially reasonable actions, or all actions required by law to fully and completely disclose and inform any employee, representative, guest, or invitee of Customer of Kastle's System and Services. Kastle will not be responsible for Customer's failure to disclose or inform any such employee, representative, guest, or invitee of Customer. Customer agrees to defend, indemnify and hold Kastle, its subsidiaries and other affiliates, its/their respective directors, officers, employees, agents, successors or assigns ("the Kastle Parties"), for all claims related to or arising in any way from Customer's alleged or actual failure to disclose or inform or any alleged or actual violation of any privacy right or applicable privacy law, statute, rule or regulation or any other applicable federal, state or local law, statute, rule or regulation. If Customer fails to post signage under this Section, or fails to fully and completely disclose and inform any employee, representative, guest, or invitee of Kastle's System and Services, Customer shall defend, indemnify and hold harmless the Kastle Parties against any and all third-party claims directly or indirectly arising out of or in any way related to a third party's reliance on the Services or Customer's System. Customer will permit Kastle to post signs at Customer's facility and allow Kastle a limited right of access to remove any signage posted by Kastle upon termination of this Agreement or the Services for any reason. Regardless of any signage, Customer remains responsible for all incidents on its Premises.

15. PRIVACY POLICIES AND BIOMETRIC DATA PROCESSING TERMS

Privacy Policies. Kastle's policies regarding privacy and biometric data are published at https://www.kastle.com/kastle-systems-privacy-policy/. Our Customer's privacy is important to Kastle, and we take serious our responsibility secure and protect the privacy of

individuals using our Systems. While Kastle collects and stores certain personally identifiable information and biometric data on behalf of Customers, it is Kastle's customers who determine how the data is used and the customer is responsible for their own policies and procedures concerning the collection, use, and disclosure of personally identifiable data. Kastle will not sell, lease or otherwise use personally identifiable information for any purpose other than operation and improvement of the System.

This Section applies if Customer obtains any services from Kastle involving Biometric Data ("Biometric Services").

15.1 Definitions. For purposes of this Section, the following definitions apply:

15.1.1 Biometric Data means (i) any information, regardless of how it is captured, converted, stored, or shared, based on an individual's retina or iris scan, fingerprint, voiceprint, or scan or record of hand or face geometry, or that is generated from the measurement or technological processing of an individual's psychological, biological, or behavioral characteristics, and (ii) "biometric information," a "biometric identifier," "biometric data," or equivalently defined terms under Biometric Laws.

15.1.2 Biometric Laws mean all state, federal, and local laws applicable to the Biometric Services that regulate the collection, storage, use, disclosure, or other Processing of Biometric Data, including, but not limited to, 740 ILCS 14/10 et seq. (the Biometric Information Privacy Act), Rev. Code Wash. § 19.375, Tex. Bus. & Com. Code § 503.001, Rev. Code Wash. § 19.373 (the My Health My Data Act), and Va. Code. § 59.1-575 et seq. and substantially similar U.S. state consumer privacy laws.

15.1.3 Biometric Subject means an individual about whom Biometric Data is Processed in connection with the Biometric Services.

15.1.4 Process means any operation or set of operations performed on data.

15.2 Requirements for Biometric Services. Customer represents and warrants that it (i) has the legal authority to use the Biometric Services, and (ii) is compliant with, and will comply for the duration of the Biometric Services with, all Biometric Laws, including but not limited to, by making publicly available all legally required privacy policies and notices and obtaining all legally required consents. In the event that Customer is not or cannot remain compliant with Biometric Laws, it shall promptly notify Kastle, in which case Kastle shall have the termination rights listed in Section 15.7. Kastle shall provide Customer with tools through its Service(s) for Customer to upload, update and delete Biometric Data as required by regulation or law. Customer agrees that uploading such data to the Service(s) whether done by Customer or their agent will be done in accordance with applicable laws and that necessary Subject Consent has been collected. Should such Subject Consent expire, Customer assumes responsibility and

liability to delete such Biometric Data from the Service(s). Kastle is providing a place to store this data as part of the service, the data is owned by Customer. Kastle does not directly collect Biometric Data unless initiated by Customer.

15.3 Biometric Subject Consent. If applicable, Customer shall collect and retain a copy of the written consent in Exhibit 1 ("Consent") from each Biometric Subject prior to any collection of Biometric Data through the Biometric Services. Customer shall produce the Consents to Kastle upon Kastle's written request.

15.4 Kastle's Processing of Biometric Data. Kastle will Process Biometric Data under this Agreement solely for the purpose of providing the Biometric Services on behalf of Customer. Kastle shall reasonably assist Customer, to the extent possible, in fulfilling its obligations under Biometric Laws.

15.5 Retention and Destruction of Biometric Data. Customer will promptly notify Kastle when the initial purpose for which Biometric Data was collected with respect to any given Biometric Subject has been satisfied. Notwithstanding any other provision of any agreement between the Parties, Customer understands Kastle will delete the Biometric Data that it Processes on behalf of Customer after a period of not more than one (1) year from the date of the last service.

15.6 Biometric Data Rights. Customer will notify Kastle without undue delay, and in any event within five (5) business days, if it receives a request from a Biometric Subject to exercise their rights under Biometric Laws, including, without limitation, the right to withdraw consent or to have data deleted.

15.7 Additional Termination Provisions for Biometric Services. If Kastle, in its sole discretion, determines that Customer has failed to comply with Biometric Laws in this Section, Kastle may, without prior notice to Customer, suspend or terminate the Biometric Services. If the Biometric Services are terminated pursuant to this Section, Customer shall not be entitled to any refunds and any fee that Kastle was to be paid pursuant to any agreement between the Parties shall immediately become due, and be payable within thirty (30) days.

15.8 Biometric Data Processing Indemnity. Customer agrees to defend, indemnify and hold harmless Kastle and any of Kastle's affiliates, subsidiaries, directors, officers, employees, representatives, and agents from and against any suits, claims, damages, demands, proceedings, investigations, and other actions brought by a third party, and all associated expenses and costs (including but not limited to: assessments, fines, losses, penalties, and attorneys' fees) resulting from, arising out of, or relating to: (i) Customer's breach of this Section; (ii) Customer's actual or alleged violation of

Biometric Laws; (iii) claims that Kastle has violated a Biometric Law by providing the Biometric Services to Customer, or (iv) any other act or omission by Customer or its vendors or subcontractors that results in an allegation that Kastle is not in compliance with any Biometric Law. Any limitation of liability otherwise agreed to by Customer and Kastle shall not apply to the indemnification provided in this Section.

16. EQUAL OPPORTUNITY

As defined in the regulations of the Secretary of Labor at 41 CFR 60-1.4(a) is hereby incorporated by reference. The parties shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. The parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

17. TERMINATION

Kastle may terminate this Agreement and cease provision of Services upon Customer's default under this Agreement including but not limited to the obligation to make timely payment of Fees, for abuse of Kastle employees, and for any other reason in its sole and absolute discretion. Kastle may terminate this Agreement if a receiver, liquidator, or trustee for Customer shall be appointed by court order; or a petition shall be filed against Customer under any bankruptcy, reorganization, or insolvency law; or Customer shall file a petition in voluntary bankruptcy or shall request reorganization under any provision of voluntary bankruptcy, reorganization, or insolvency laws; or if Customer shall make an assignment for the benefit of creditors, then to the extent permitted by applicable law this entire Agreement shall immediately terminate upon the happening of any such event.

18. TERM AND EARLY TERMINATION

The initial Term of the Service Agreement is specified in the Scope of Work and each Term shall automatically renew for subsequent periods of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the expiration of the current term. In the event the initial Term is for multiple years, should the Customer terminate the Agreement prior to expiration of the Term for its convenience or for any reason other than cause based on Kastle's material default, Customer is obligated to pay an Early Termination Fee in the amount of the monthly Operations and Maintenance Fees (or Managed

Service Fee) multiplied by the number of months remaining in the balance of the Term of the Agreement. Customer shall have the right, prior to the end of initial Term, to cancel Kastle's Services with 30 days written notice subject to the Early Termination Fee as described herein.

19. LEASED EQUIPMENT

In the event Customer leases all or a portion of the System from a lessor ("Lessor"), subject to an agreement authorizing Lessor under certain circumstances to cause Kastle to discontinue providing services to Customer under this Agreement, Customer agrees that, if Lessor notifies Kastle in writing that Customer is in default under its agreement with Lessor and directs Kastle to suspend services under this Agreement (a "Default Notice"), no less than three (3) days after Kastle notifies Customer that it has received the Default Notice, Kastle may terminate monitoring the System and delivering other services to Customer pursuant to this Agreement. Customer agrees that Kastle need not confirm nor independently verify the accuracy of the Default Notice and that, if Kastle receives a Default Notice, Kastle may suspend services. In the event Kastle receives a Default Notice, Kastle may, but is not obligated to, inform Customer's tenants of the pending termination of services by posting a notice in the Building or by other such means as Kastle may determine. Kastle shall not be liable to Customer for any loss or damage which may occur to persons or property if Kastle suspends services in compliance with a Default Notice and Customer will hold Kastle harmless from any and all claims and costs, including attorney's fees, arising from and based in whole or in part upon claims of injury or damage to persons or property due to Kastle's suspension of services in compliance with a Default Notice. Kastle shall reinstate its service to Customer within one (1) day after it receives written instructions to do so from Lessor subject to the terms of this Agreement and any delay which may be caused by the unavailability of communications service.

20. CONFIDENTIALITY

Each party agrees to hold all confidential information of the other party in confidence and not to, directly or indirectly, copy, reproduce, distribute, duplicate, reveal, report, publish, disclose, cause to be disclosed or otherwise transfer such confidential information to any third party or utilize such confidential information for any purpose other than as expressly contemplated by the Agreement. Each party acknowledges that, as between the parties, all confidential information it receives from or on behalf of the disclosing party, including all copies thereof in such party's possession or control, shall be and remain the sole and exclusive, proprietary property of the disclosing party. Except to the extent expressly stated in these terms and conditions, neither party shall have any right, title or interest in or to the other party's confidential information. No proprietary right or license is granted to either party under this Agreement. Confidential information shall not include any information that

a party can show: (a) was in the public domain at the time of disclosure through no fault of such party; (b) is published or otherwise becomes part of the public domain through no fault of such party; (c) was rightfully already known by, or in the possession of, such party without obligation of confidentiality or other restriction at the time of disclosure; (d) was disclosed, without restriction, by a third party who rightfully received such information and had a lawful right to disclose such information; or (e) was independently developed by such party without reference to, or use of, confidential information of the other party. In addition, a party shall not be considered to have breached its obligations under Section 19 for disclosing confidential information to the extent such disclosure is required to satisfy any legal requirement of a competent court or governmental authority (including any state or federal regulatory agency having oversight of a party). The confidentiality obligations of the parties under this Section shall apply for three (3) years following termination of the Agreement and, as to all confidential information which constitutes a trade secret under applicable law, for so long as such confidential information remains protected as a trade secret under applicable law.

21. DISPUTES

The parties in good faith intend to resolve all disputes under the Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will attempt, at a minimum, to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within Kastle's and Customer's organization. In the event that a resolution of the dispute is not mutually agreed upon, the parties agree to mediate the dispute, or proceed with litigation in the event mediation should fail. Both parties hereby irrevocably consent to the exclusive jurisdiction of and venue in the state and federal courts with jurisdiction over Fairfax County, Virginia and waive any right to a jury trial in any such proceeding.

22. MISCELLANEOUS

22.1 Modification. The Agreement may be changed only by a written agreement signed by an authorized agent of both Parties. Other terms and conditions of these Standard Terms and Conditions may be subject to change with 30 days written notice to Customer.

22.2 Force Majeure, Acts of War or Terrorism. Notwithstanding anything in this Agreement to the contrary, Kastle shall not be liable for any damages (including, without limit, personal injuries or death or property damage of any sort, whether tangible or intangible, or any special, indirect, incidental or consequential damages)

caused by forces beyond its control or Force Majeure, or contributed to or in any way arising directly or indirectly out of or in connection with "war" (whether or not declared), or any act or condition incident to war, or "terrorism", as such terms may be defined in any applicable insurance policies maintained by Kastle at the time of the occurrence in issue or as any of such events or conditions may be verified or recognized by the United States Government as an act of war or terrorism, or any similar occurrences now or hereafter excluded from Kastle's applicable insurance policies. Kastle shall not be held responsible for all or any part of the work under any Scope of Work when, due to governmental action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm, pandemic or epidemic or governmental orders or action related thereto, or other incidents outside of Kastle's control, such performance is impossible or impractical.

22.3 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to conflicts-of-law principles

22.4 Attorneys' Fees. In the event of any controversy, claim or litigation between Kastle and Customer arising out of or relating to the Services or this Agreement, the prevailing party shall be entitled to reasonable costs and expenses, including, without limitation, attorneys' fees and expert witness fees, as fixed by a court of competent jurisdiction, from the non- prevailing party.

22.5 Severability. If any part of the Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of the Agreement will remain in full force and effect.

22.6 Entire Agreement. The Agreement is the final, complete, and exclusive expression of the agreement between the Parties and supersedes and replaces all previous oral and written communications, representations, proposals, understandings, undertakings, and negotiations with respect to the subject matter hereof. The Agreement will prevail over terms and conditions of any Customer-utilized Services or Vendor Agreement, or Customer - issued purchase order or work authorization or other ordering documents which will have no force and effect even if Kastle accepts or does not otherwise reject the purchase order or other ordering document.