



OMNILERT MASTER SERVICES AGREEMENT

PO Box 178570, San Diego, CA 92177

Phone: 800-256-9264

Email: info@omnilert.com

1. **Definitions.** The following definitions shall apply to this Agreement.

“Administrator” means each person authorized to act on behalf of Customer to initiate, make, create and send Customer Content to Subscribers over the Customer Messaging System.

“Customer Content” means the information and notification content created by Customer for dissemination by an Administrator using the Customer Messaging System.

“Customer Data” means any data that is provided by a Customer to Omnilert, or otherwise obtained by Omnilert in the course of Omnilert’s provision of the Services.

“Customer Messaging System” means the Subscriber-facing system operated or controlled by or on behalf of Customer for which Subscribers must register, and that enables Customer’s Administrators to disseminate Customer Content to Subscribers through Distribution Points using the Omnilert Platform, and for Subscribers to provide Subscriber Data.

“Distribution Point” means a communication device or service, part of the overall Customer Messaging System, which enables distribution of Customer Content to Subscribers by Customer’s Administrator. Examples include but are not limited to e-mail, phones, mobile devices, and web pages.

“Documentation” means available functional specifications, reference manuals, user guides, and any other materials (if any) supplied by Omnilert to Customer in written or machine-readable form pursuant to this Agreement.

“Malicious Code” means viruses, worms, time bombs, cancel bots, Trojan horses, harmful files, scripts, agents, or other unwanted computer programming routines.

“Omnilert Platform” means the proprietary hardware, web and software platform used by Omnilert to provide the Services purchased by Customer under this Agreement, as described in the Schedule of Products.

“Personal Information” means information that identifies you as an individual.

“Subscriber Data” means any Subscriber information and content entered into or uploaded to the Omnilert Platform, by the Customer or a Subscriber, via Subscriber

Registration, a web or mobile application, and other means.

“Subscriber Registration” means the processes enabled or performed by a Customer for Subscribers to register with the Customer Messaging System, including Subscriber portals, mobile opt-in, and other means.

“Services” means the proprietary hardware-, web- and software- based services provided by Omnilert to Customer to operate the Customer Messaging System.

“Subscriber” means any person who has undergone Subscriber Registration and is thereby authorized by Customer to access the Customer Messaging System.

“Third Party” means a person or entity other than Omnilert or Customer that is not a Party to this Agreement.

2. **Provision of Services by Omnilert.** Subject to payment of fees set forth in the Schedule of Products, Omnilert shall provide Customer with access to web and mobile applications to operate, and enable Subscribers to utilize the Customer Messaging System. Omnilert may modify such applications from time to time. Omnilert shall provide training to the Administrators in accessing and utilizing the Services, such training to be provided via the Internet or by means of a training handbook that can be downloaded from Omnilert’s website.

Omnilert shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (1) planned downtime, and/or (2) Force Majeure events as set forth in Section 14 hereof. Notwithstanding anything to the contrary contained in this Agreement, Omnilert does not guarantee or promise the Services will be timely, uninterrupted, or continuous. Omnilert will provide Customer’s administrators with support via toll-free telephone number, email, and web-based knowledge base (or similar) mechanisms. Availability of support is as described on the Schedule of Products. Omnilert shall have no control over, and no responsibility for, Customer Content and Subscriber Data. The Parties acknowledge and agree that Customer is solely responsible for obtaining, maintaining, and decision-making concerning Subscribers’ consent to receive Customer Content and provide Subscriber Data using the Customer Messaging System. Omnilert shall provide the Services only in accordance with applicable laws and government regulations.



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3. **Customer Responsibilities.** Customer shall: at all times relevant to this Agreement be the sole Party that makes and initiates any notices, calls, messages or other communications to Subscribers using the Customer Messaging System, including without limitation any and all "invitational texts" to use the Customer Messaging System; use commercially reasonable efforts to prevent unauthorized access to or use of the Customer Messaging System, and notify Omnilert promptly of any such unauthorized access or use; and use the Customer Messaging System, only in accordance with the Documentation and applicable laws and regulations, including without limitation the requirements of the Telephone Consumer Protection Act, 47 U.S.C. § 227 ("TCPA") and its implementing regulations.
4. **Restrictions.** Customer shall not, and shall not allow any Third Party to: sell, resell, rent or lease the Services; use the Omnilert Platform to store, transmit or disseminate any infringing, libelous, obscene or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; use the Omnilert Platform, for telemarketing purposes, or to transmit any advertising, marketing or commercial material or information; use the Omnilert Platform, to store, transmit or disseminate Malicious Code; create derivative works based on the Omnilert Platform; copy, frame or mirror any part or content of the Omnilert Platform, or otherwise for its own internal business purposes; decompile, disassemble, reverse engineer or otherwise attempt to discover any source code or underlying ideas or algorithms of the Omnilert Platform; access the Omnilert Platform in order to build a competitive product or service; interfere with or disrupt the integrity or performance of the Omnilert Platform or access, copy, download, delete or damage any Third-Party data contained therein, or attempt to gain unauthorized access to the Omnilert Platform or any related systems or networks.
5. **Fees and Payment for Services.** Customer agrees to pay all fees specified on the Schedule of Products. Except as provided herein, such payment obligations are non-cancelable, and fees paid are non-refundable. In the event that the Customer exceeds the number of permitted user licenses as set forth on the Schedule of Products, then after thirty (30) days' notice thereof to the Customer by Omnilert and failure to correct such excess in such thirty (30)-day period, Customer agrees to pay to Omnilert the per user license fee set forth on the

Schedule of Products for the number of such excess licenses it uses during the remaining term of this Agreement. The fees payable hereunder do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with the purchases hereunder. If Omnilert has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer.

All amounts due and payable to Omnilert hereunder shall be invoiced and paid in U.S. Dollars before or upon the due date of the applicable invoice. Omnilert, at its sole discretion, may add a late charge not exceeding one and one-half percent (1-1/2%) per month or fraction thereof or the maximum amount permitted by law (whichever is less), for failure to make any payment in a timely manner.

6. **Proprietary Rights.** Omnilert acquires no right, title or interest from Customer under this Agreement in or to Customer Content or Subscriber Data, including any intellectual property rights therein. Omnilert reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer other than as expressly set forth herein. Omnilert shall own all right, title and interest in and to any suggestions, enhancement requests, recommendations or other feedback provided by Customer or Subscribers, relating to the operation of the Services or the Omnilert Platform ("Feedback").
7. **Representations and Warranties in General.** Each of the Parties represents and warrants that it has validly entered into this Agreement and has the legal power to do so, and to fully perform its responsibilities hereunder. By Omnilert. Omnilert warrants that the Services, including the Omnilert Platform, shall be materially in accordance with the Documentation. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.



8. **Confidential Information.** As used herein, "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Omnilert's Confidential Information shall include without limitation the Services, the Documentation and the Feedback. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (3) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (4) was independently developed by the Receiving Party.

The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement. Neither Party shall disclose the terms of this Agreement to any Third Party other than its legal counsel and accountants without the other Party's prior written consent. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by subpoena, court action, or other legally-binding governmental action to do so, provided the Receiving Party gives the Disclosing Party prompt notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. In any event, if disclosure is compelled by legally binding governmental action as stated above, the Receiving Party shall disclose only such portion or portions of the Disclosing Party's Confidential Information as are expressly required by such action, and shall continue to afford the remaining information (if any) confidential treatment as required by this Agreement.

In order to provide the Services, Omnilert will be collecting certain Personal Information from Subscribers

as provided during Subscriber Registration. This Personal Information is considered Confidential Information for purposes of this Agreement. Further, Omnilert will take steps to protect the privacy and security of the Personal Information in accordance with its Privacy Policy (www.omnilert.com/privacy) and applicable data protection law.

For purposes of the California Consumer Privacy Act ("CCPA"), Customer is a "business" as defined in the CCPA Section 1798.140(c) and Omnilert is a "service provider" as defined in CCPA Section 1798.140(v). Omnilert acknowledges and agrees that Customer may disclose Personal information of California consumers or households to Omnilert solely for: (i) a valid business purpose; and (ii) Omnilert to perform the Services as set forth in this Agreement. Omnilert is prohibited from: (i) selling Personal Information if the California consumer or household has opted out of the sale of their Personal Information; (ii) retaining, using, or disclosing Personal Information for a commercial purpose other than providing the Service; (iii) retaining, using, or disclosing the Personal Information outside of the direct business relationship between Omnilert and Customer; or (iv) using the Personal Information to provide services to another person or entity. Omnilert hereby certifies it understands and will comply with these obligations and restrictions in accordance with the CCPA. Furthermore, Omnilert agrees to reasonably assist the Company in responding to any requests from a consumer or household exercising their rights under the CCPA.

To the extent other US states enact data protection laws with requirements that differ from the CCPA and it is determined that the Services under the Agreement are within the scope of such other data protection laws, Omnilert and Customer agree to cooperate in good faith to amend this Agreement to include any necessary additional terms and conditions related thereto.

9. **Freedom of Information Act Requests.** In addition to Customer's obligations of Confidentiality as set forth above, if (i) Customer is a governmental entity or other entity subject to the Freedom of Information Act ("FOIA") or any similar state law or regulation that enables, upon request, public access to certain records in the Customer's possession or control and (ii) Customer receives a valid request for information ("RFI") under such public disclosure law, to the full extent permissible by applicable law, Customer shall, as promptly as reasonably possible after the receipt of the RFI, and prior



to disclosing the contents of this Agreement, or any materials, documentation or correspondence related to the subject matter of this Agreement, the implementation or integration of any product or service, or details of any proprietary software or hardware supplied by Omnilert, consult with Omnilert to determine whether any of the requested records are exempt from public disclosure pursuant to one or more exemptions set forth in the public disclosure law, and shall, consistent with law, endeavor to exclude such exempt records from public disclosure.

10. Security of Customer Data. Omnilert's highest priority is the protection of Customer Data. Omnilert deploys appropriate administrative and technical processes, controls and physical safeguards to ensure the confidentiality, integrity and availability of Customer Data, and to protect Customer Data against accidental or unlawful destruction, loss, alteration or unauthorized disclosure. Omnilert uses industry standard measures to ensure that Customer Data is protected against unauthorized access and use from external unauthorized sources and internal sources via excess access entitlements granted to employees. Omnilert will use commercially reasonable efforts to ensure that Services will not transmit any malicious code to Customer. In addition to policies and procedures covering cybersecurity, information security, and privacy, Omnilert uses controls to protect against data compromise perpetrated by external sources and utilizes a user entitlement process to help ensure that employee access to customer data is based upon job function and need. All controls deployed to protect Customer Data are tested on a periodic basis and conform to all laws and regulations that cover cybersecurity, information security, and privacy. Omnilert agrees to immediately notify Customer of learning of any use or disclosure of Customer Data not authorized by this Agreement or in writing by Customer, including any security breach resulting in or exposing Customer Data to the possibility of unauthorized access. Omnilert will use diligent efforts to remedy

such breach of security or unauthorized access in a timely manner. Upon termination of this Agreement, Omnilert will cooperate with reasonable requests of Customer to destroy the Customer Data.

11. Indemnification and Remedies

By Omnilert. Omnilert shall defend, indemnify, and hold harmless Customer against any claim, demand, suit, or proceeding made or brought against Customer by a Third Party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a Third Party (a "Claim Against Customer"), and shall indemnify Customer for any damages, attorneys' fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a court- approved settlement of, a Claim Against Customer; provided that Customer (1) promptly gives Omnilert written notice of the Claim Against Customer; (2) gives Omnilert sole control of the defense and settlement of the Claim Against Customer (provided that Omnilert may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability or is otherwise approved by duly-authorized representatives of Customer in advance in writing); and (3) provides to Omnilert all reasonable assistance. In the event of a Claim Against Customer, or if Omnilert reasonably believes the Services may infringe or misappropriate the rights of a Third Party, Omnilert may in its discretion and at no cost to Customer modify the Services so that they no longer infringe or misappropriate such Third Party rights, obtain a license for Omnilert's continued use of the Services in accordance with this Agreement, or terminate this Agreement upon thirty (30) days' prior written notice and refund to Customer any prepaid fees covering the remainder of the term after the effective date of termination.

By Customer. Customer shall defend, indemnify, and hold harmless Omnilert against any breach or non-performance by Customer of Customer's obligations or commitments under this Agreement, and any claim, demand, suit or proceeding made or brought against Omnilert by a third party alleging that Customer Content, or Customer's use of the Services in a manner not authorized by this Agreement, infringes or misappropriates the intellectual property rights of a Third Party or violates applicable law including the TCPA (a "Claim Against Omnilert"), and shall indemnify Omnilert for any damages, attorneys' fees and costs finally awarded against Omnilert as a result of, or for any amounts paid by Omnilert under a court-approved settlement of, a Claim Against Omnilert; provided that Omnilert (1) promptly gives Customer written notice of



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the Claim Against Omnilert; (2) give Customer sole control of the defense and settlement of the Claim Against Omnilert (provided that Customer may not settle any Claim Against Omnilert unless the settlement unconditionally releases Omnilert of all liability or is otherwise approved by duly-authorized representatives of Omnilert in advance in writing); and (3) provide to Customer all reasonable assistance.

This Section 11 states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of claim arising from this Agreement.

12. Limitation of Liability. EXCEPT FOR THIRD PARTY INDEMNIFICATION UNDER SECTION 11, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IN NO EVENT SHALL OMNILERT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER FOR THE TWELVE-MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CAUSE OF ACTION. Customer acknowledges that Omnilert has set its fees and other prices in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the Parties.

13. Term and Termination

Term. This Agreement commences on the date above and shall continue for a period documented on The Schedule of Products. Thereafter, the Agreement shall automatically renew for successive twelve (12)-month periods, unless either Party gives written notice to the other Party of its intent to terminate at least thirty (30) days prior to the date of expiration.

Termination. A Party may terminate this Agreement for cause: (i) upon 30 days' written notice to the other Party of a material breach

if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

Survival. Notwithstanding the expiration or termination of this Agreement, §3, §5 (to the extent that any payments remain due), §6, §8, §9, §11 and §12 shall survive any such expiration or termination.

14. Miscellaneous

Information Use. The Parties agree that Omnilert may use the Aggregate Information obtained by the Omnilert Platform for its own internal purposes, including without limitation, for managing its operations, identifying problems, correcting errors and improving its delivery of products and services. Omnilert shall not provide any personally identifiable information ("PII") obtained from Customer or its Subscribers, or any Customer Content, to any third party; nor shall Omnilert use any information obtained from Customer or its Subscribers to target any individual for promotional purposes or advertising.

Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld), and any such attempted assignment shall be void *ab initio*. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its equity or its assets used to perform its obligations under this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their successors and permitted assigns, and other legal representatives.

Notice. All notices required or permitted to be given hereunder shall be in writing and shall be sufficient if sent by nationally recognized overnight delivery services (such as Federal Express), as follows: (1) in the case of Omnilert, to 525-K East Market Street, #232, Leesburg, Virginia 20176, and (2) in the case of Customer, to the address on the Services Agreement. A Party may by notice given in accordance with this Section 14 to the other Party designate another address for receipt of notices hereunder.



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Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

No Waiver. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom sought to be enforced. The failure of a Party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement or understanding at a future time.

No Agency. Each Party expressly disclaims any intention to create a partnership, joint venture, corporation or other business entity. This Agreement shall not be construed to make any Party the partner, joint venturer or agent of another Party with respect to the subject matter hereof.

Export Control. The Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Subscribers to access or use the Omnilert Platform in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

No Third-Party Beneficiaries. There are no Third-Party beneficiaries to this Agreement.

Force Majeure. Neither Party shall be liable for any damages or penalty for any delay in performance of, or failure to perform, any obligation hereunder or for failure to give the other Party prior notice thereof when such delay or failure is due to flood, fire, earthquake, an act of God, government action, an act of terrorism, riot, civil unrest, an act of Third Parties, external systems, software, networks, or other causes beyond that Party's reasonable control ("Force Majeure"). Notwithstanding the foregoing, Force Majeure shall not act to excuse the timely payment of amounts due and payable under this Agreement.

Entire Agreement; Amendments. This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations of the Parties hereto with respect to the subject matter hereof and there are no promises, agreements, conditions,

understandings, warranties or representations, oral or written, express or implied, among them with respect to such subject matter, except as set forth herein. This Agreement is, and is intended by the Parties to be, an integration of any and all prior agreements or understandings, oral or written, with respect to such subject matter. This Agreement may be amended or otherwise modified only by a written instrument which is executed by both Parties.

Change in Law or Regulation. The Parties acknowledge and agree that the transactions contemplated in this Agreement are subject to federal and state legal and regulatory schemes that may require changes in the relationship between the Parties, the Services or the manner of providing the Services, and the operation of the Customer Messaging System. As a consequence, in the event that a change in law or regulation affects a material provision of this Agreement, the Parties agree that they will promptly cooperate in good faith to amend the Agreement as necessary to implement such change so as to remain in compliance.

Irreparable Harm. Strict compliance by the Parties shall be required with respect to each and every provision of this Agreement. The Parties hereto agree that a Party's failure to perform the obligations provided by this Agreement may result in irreparable harm to the non-breaching Party and that specific performance of a Party's obligations may be sought by suit in equity. The Parties agree to waive the posting of any bond with respect to the grant of such injunctive relief.

Governing Law and Venue. The construction, interpretation, and performance of this Agreement, and any and all transactions under it, shall be governed by the laws of the Commonwealth of Virginia, without regard to conflict of law provisions thereof. The Parties further agree that any action arising out of or brought in connection with this Agreement shall be brought in the state courts located in Loudoun

County, Virginia, or the U.S. District Court for the Eastern District of Virginia located in Alexandria, Virginia. The Parties agree that such courts shall have personal jurisdiction over each of them, and hereby waive and all objections to the authority of such court to hear any such action, including without limitation, any objection to such court exercising *in personam* jurisdiction over such Party with respect to such action, any objection on the basis of forum *non conveniens*, or otherwise.



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Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which together shall constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when any counterpart or counterparts, individually or taken together, bear the signatures of all of the Parties. Facsimile signatures shall be accepted.

Publicity and Marketing. Each Party may, without any compensation therefor, use the other Party's name, logo, or service marks, trademarks, and issue any press release or public announcement in any media regarding this Agreement for promotional purposes; provided, however, that the usage of any such logo or other property complies with any written and generally-applicable usage guidelines or policies provided by a Party to the other Party that desires to use such logo or other property. Customer also agrees that Omnilert may make use of imagery obtained from the operation of the Services in Customer's installation ("Services Imagery") for marketing and promotional purposes, provided that such Services Imagery does not in any way enable the identification of Customer, Customer's location, facility security features or personnel or other persons appearing in the imagery



Supplemental Terms and Conditions For Gun Detect Service

These supplementary terms and conditions (the “Supplemental Terms”) govern the use of Omnilert Gun Detect visual gun detection service (“Gun Detect Service”) and are in addition to the General Terms and Conditions (“General T&Cs”) for the Omnilert Service Agreement (“Agreement”). Your use of the Gun Detect Service constitutes your agreement to all of these Supplemental Terms. Please read these Supplemental Terms carefully and keep a copy of them for your reference. These Supplemental Terms are incorporated by reference into, and are made part of, the Agreement. If and to the extent any of these Supplemental Terms conflicts with the Agreement or the General T&Cs, these Supplemental Terms shall govern with respect to the Gun Detect Service. Capitalized terms not otherwise defined in these Supplemental Terms shall have the meanings ascribed to them in the Agreement or the Omnilert General Terms and Conditions.

1. Description of Gun Detect Service

The Gun Detect Service is an optional, supplementary service that can be purchased with, or later added to, the Omnilert Service as described in the Omnilert Service Agreement and the appended General Terms and Conditions. The Gun Detect Service consists of three principal elements: (1) specialized server system (the “Server”) that interfaces via communications linkages with Customer’s surveillance camera system and related Customer hardware and software (collectively, the “Customer Surveillance System”); (2) Omnilert’s proprietary Gun Detect artificial intelligence software (the “Software”) that parses information obtained from the Customer Surveillance System (which is routed to Omnilert via communications linkages) and identifies visible guns in the cameras’ field of vision; and (3) the Omnilert Platform (the “Platform”), which is interconnected via a communication linkages with the Server, allowing gun detection information derived from Customer’s video stream to be received in a centralized location, and routed via communications linkages as an alert to Customer and/or Customer’s designated recipients, consistent with the treatment of other alerts generated by the Omnilert System or as determined by Customer.

2. Ownership and Use

- a. If the Server is utilized at the Customer premises, the Customer purchases the Server and owns it outright.
- b. Customer supplies at its own cost all communications linkages and electric power required for the installation of the Server and its connection to the Customer Surveillance System and to and from Omnilert.
- c. At all times relevant hereto, Customer shall be fully responsible for the correct functioning of the Customer hardware and software comprising the Customer Surveillance System as defined; and in particular, Customer acknowledges that it has sole responsibility for the image quality, resolution, field of vision, low-light performance and any other relevant attributes of Customer’s surveillance cameras that may affect the performance and/or accuracy of the Gun Detect Service.
- d. The Software is licensed to Customer by means of a subscription (the “Gun Detect Subscription”) under the terms of the Agreement.
- e. At all times, Omnilert owns all right, title and interest in and to the Software and the Platform, and Customer acknowledges and agrees that Customer acquires no ownership interest in the Software or the Platform, and except as expressly set forth in the Agreement or in these Supplemental Terms, Customer acquires no user rights in the Software or the Platform, as a consequence of entering into the Agreement or using the Gun Detect Service. Customer acknowledges such ownership and intellectual property rights, and will not take any action to jeopardize, limit or interfere with Omnilert’s ownership of rights with respect to the Software or the Platform. Without limiting the generality of the foregoing, Customer will not (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Gun Detect Service is compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such code; (b) allow third parties other than Authorized Users to gain access to or use the Gun Detect Service; or (c) modify or create any derivative works of the Gun Detect Service (or any



component thereof), except with the prior written consent of Omnilert. Customer shall notify Omnilert promptly of any unauthorized access or use of the Gun Detect Service known to Customer. Customer will ensure that its use of the Gun Detect Service complies with all applicable laws, statutes, regulations or rules. Omnilert acknowledges that Customer has and at all times retains all right, title and interest in and to Customer Surveillance System.

3. Warranties

- a. Omnilert warrants that, subject to the Disclaimers set forth below, the Software, and the Server, if properly installed and linked to Customer Surveillance System by Omnilert, under Omnilert's supervision, or in accordance with Omnilert's instructions, will function consistent with their specifications during the term of the Gun Detect Subscription.
- b. Customer warrants that it will only use the Gun Detect Service for the purposes and in the manner expressly permitted by the Agreement and these Supplemental Terms.

4. Disclaimer of Warranty

- a. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH ABOVE, OMNILERT MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND OMNILERT SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED.
- b. THE GUN DETECT SOFTWARE AND SERVICE IS PROVIDED WITH ALL FAULTS ON AN "AS IS" BASIS. OMNILERT AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES THAT THE SOFTWARE IS FREE OF DEFECTS, AND ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, THAT THE FUNCTIONALITY OF THE SERVER, SOFTWARE OR GUN DETECT SERVICE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED, AND THE IMPLIED WARRANTIES THAT THE SERVER OR SOFTWARE IS MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT, UNLESS SUCH IMPLIED WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. OMNILERT AND ITS SUPPLIERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVER OR SOFTWARE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OMNILERT OR AN OMNILERT AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY INCAPABLE OF EXCLUSION HEREUNDER. OMNILERT AND ITS SUPPLIERS HAVE NO LIABILITY WITH RESPECT TO CUSTOMER'S USE OF THE SERVER, SOFTWARE OR SERVICE. CUSTOMER BEARS THE ENTIRE RISK AS TO ITS QUALITY AND PERFORMANCE AND ASSUMES THE ENTIRE COST OF ANY SERVICE AND REPAIR. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE GUN DETECT SERVER, SOFTWARE OR SERVICE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.
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5. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, DIRECTORS, EMPLOYEES, DISTRIBUTORS, LICENSORS, SUPPLIERS, OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE GUN DETECT SERVICE, INCLUDING, WITHO UT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT BE APPLICABLE

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN THE AGREEMENT OR ANY EXHIBIT THERETO, THE PARTIES ACKNOWLEDGE AND AGREE THAT OMNILERT'S MAXIMUM AGGREGATE LIABILITY UNDER THE AGREEMENT OR ARISING IN ANY WAY FROM CUSTOMER'S USE OF, OR THE OPERATION OF, THE GUN DETECT SERVICE WILL BE LIMITED TO THE AMOUNT PAID FOR THE GUN DETECT SERVICE SUBSCRIPTION DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT TRIGGERS THE LIABILITY.

END OF SUPPLEMENTARY TERMS