

## TERMS AND CONDITIONS- Inspection Agreements

WHEREAS, Customer (hereinafter referred to as the "Subscriber" or "Customer") owns an electronic or mechanical system and desires on-going inspection and maintenance services from A1 Sprinkler and Systems Integration, LLC. (hereinafter referred to as "A1" or "Company") upon the terms and conditions, and for the price herein specified, at the location provided on the front page, it is agreed as follows:

1. **INSPECTIONS AND MAINTENANCE:** A1 agrees to provide the service, inspection and maintenance as outlined and agreed upon per Page 1 of this document. The frequency of the service shall also be identified on Page 1 as well as the duration of the agreement.
2. **PAYMENT FOR SERVICE:** Customer agrees to pay A1 the quarterly amount selected on page 1 for on-going services, payable quarterly in advance, commencing on the date of execution of this Agreement, and continuing for the selected term on page 1 of this Agreement. For the initial partial year of service and the 2<sup>nd</sup> full year of service, the quarterly payment will remain as indicated on page 1. Thereafter, A1 may increase the on-going monthly charges for the balance of the term and any renewal thereof. Such increase may be made no more frequently than once during any 12-month period and will not exceed 5% per year. Customer agrees to pay the full amount of such increase that does not exceed a 5% increase over the previous 12 months' basic on-going charges. If A1 increases the basic on-going charge by an amount greater than the 5% herein agreed to, Customer may terminate this Agreement upon written notice to Contractor within 15 days of notification of such increase. However, A1 shall be paid in full for services rendered up to that point. Payments shall be invoiced and due in accordance with the terms and conditions set forth. The customer's failure to make payment when due is a material breach of this agreement. If customer fails to make any payment when due, in addition to any other rights and remedies available, company shall have the right, at company's sole discretion, to stop performing any services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorney's fees. Customer's failure to make payment when due is a material breach of this agreement until the account is current.
3. **PRE-AUTHORIZED SERVICES:** Customer gives Company pre-authorized permission under this agreement to perform necessary repairs not to exceed an additional \$750.00 per trip. Customer understands this is in addition to the inspection fee quoted here-in and is designed to save the Customer return trip costs and help remedy small code compliance issues. For amounts above \$750.00, the Company shall either obtain Customer's prior authorization to proceed with additional work or shall furnish the Customer with an estimated price before the additional required work/repairs are performed. To opt out of pre-authorized services, Customer shall select the "opt out" checkbox on page 1 of this agreement.
4. **INITIAL TERM, RENEWAL, AND EXPIRATION:** This Agreement shall remain in force for the initial term selected on page 1, from the date of execution of this Agreement. It shall be automatically renewed for consecutive terms of one year at the then current A1 rate, unless one party gives written notice to the other at least 60 days prior to the end of the then current term of its intent to allow this Agreement to expire at the end of such term.
5. **PRICING:** The pricing set forth in this agreement is based upon the quantity of devices discovered during the site survey process and incorporated into the scope of work. If the actual number of devices installed and requiring services to be performed is greater than that set forth in the scope of work, the price will be increased accordingly. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales, use, and excise taxes, however designated, levied or based on the charges pursuant to this agreement. The initial pricing presented on page 1 will remain in effect
6. **WAIVER OF WARRANTIES/EXCULPATORY CLAUSE:** Customer understands that A1 offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. IT IS UNDERSTOOD THAT A1 IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS; THAT A1 IS NOT AN INSURER; THAT INSURANCE, IF ANY SHALL BE OBTAINED BY CUSTOMER COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE; THE PAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE SERVICES AT CUSTOMER'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT CUSTOMER'S LOCATION, THE VALUE OF WHICH IS KNOWN ONLY TO THE CUSTOMER, THAT A1 IS NOT LIABLE FOR LOSSES CAUSED BY THE MALFUNCTION OR NON -FUNCTION OF THE

SYSTEM OR THE EQUIPMENT OR THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING SERVICES EVEN IF DUE TO A1'S NEGLIGENCE OR FAILURE TO PERFORM. A1 MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR EQUIPMENT SUPPLIED WILL AVERT OR PREVENT OCCURENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DETECT.

7. THIRD PARTY INDEMNIFICATION: Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property and the property of others located on its premises, Customer agrees to indemnify, defend, and hold harmless A1, its officers, employees, agents, subcontractors, suppliers, or representatives, from and against all claims, lawsuits, and losses, including attorney's fees by person not a party to this agreement, alleged to be caused by the improper operation of the system or the negligent performance or the nonperformance of the monitoring services of other installation, maintenance, or other services by A1 or its officers, employees, agents subcontractors, suppliers, or representatives., Additionally, Customer agrees to list A1, its officers, employees, agents subcontractors, suppliers, and representatives as additional insured on all insurance policies in effect on the premises.

8. LIMITATION OF LIABILITY/LIQUIDATED DAMAGES: CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF A1 TO PERFORM ANY OF ITS OBLIGATIONS OR SERVICES HEREIN, INCLUDING, BUT NOT LIMITED TO, MONITORING SERVICES, INSTALLATION, INSPECTION, OR MAINTENANCE, THE FAILURE OF THE EQUIPMENT (SYSTEMS) TO OPERATE PROPERLY, BY ACTIVE OR PASSIVE NEGLIGENCE, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS: (A) THE UNCERTAIN AMOUNT OF VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT AT THE LOCATION WHICH MAY BE LOST, STOLEN , DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURENCES WHICH THE EQUIPMENT (SYSTEM) AND/OR SERVICES IS DESIGNED TO DETECT; (B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, PATROL SERVICE OR OTHERS, SHOULD ANY OF THESE PARTIES BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING; (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY A1'S FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE; (D) THE UNCERTAIN NATURE OF OCCURENCES WHICH MIGHT CAUSE INJURY OR DEATH TO CUSTOMER OR ANY OTHER PERSON THEREFORE, CUSTOMER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR LIABILITY IS ALLEDGED AGAINST A1, IRRESPECTIVE OF CAUSE, INCLUDING, BUT NOT LIMITED TO , WHETHER THE LOSS OR LIABILTIY IS CAUSED BY A1'S OWN NEGLIGENCE, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF SIX (6) TIMES THE MONTHLY PAYMENT AT THE TIME LIABILITY IS FIXED OR THE SUM OF TWENTY FIVE HUNDRED (\$2,500.00) DOLLARS, WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED AS EITHER (1) LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (2) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE A1'S SOLE AND EXCLUSIVE LIABILITY. UNDER NO CIRCUMSTANCES SHALL A1 BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN EXCESS OF SUCH AMOUNT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJRY OR DAMAGES TO REAL OR PERSONAL PROPERTY, LOSS OF PROPERTY OR REVENUE, COST OF CAPITAL, COSTS OF PURCHASED OR REPLACED GOODS, OTHER ECONOMIC LOSS HOWEVER OCCASIONED AND WHETHER ALLEGED AS CAUSED BY THE INSTALLATION, REPAIR, DESIGN, SALE, OR LEASE, OR FAILURE OF THE MONITORING EQUIPMENT OR SERVICE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BREACH OF WARRANTY OR NEGLIGENCE, ACTIVE, PASSIVE, JOINT, SEVERAL , OR OTHERWISE, STRICT LIABILITY, TORT, OR OTHERWISE BY A1, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS, OR REPRESENTATIVES. Customer agrees to obtain insurance coverage adequate to protect Customer's interest in light of the limitation of liability stated in this agreement. If Customer wishes A1 to increase the amount of above limitation of liability or liquidated damages, Customer may inquire about obtaining an increase to this amount in exchange for the payment of an additional monthly charge, but such additional monthly charge shall not be construed to mean that A1 is an insurer or to relieve Customer of the sole responsibility to obtain and maintain insurance. The foregoing shall survive the termination or expiration of this agreement. A1 assumes no responsibility for any loss in excess of such amount.

9. CLAIMS: Any claim of failure to perform against company arising hereunder shall be deemed waived unless received by company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arise.

10. LEGAL ACTION: The parties agree that due to the nature of the services to be provided by A1 the payments to be made by the Customer for the term of this Agreement form an integral part of A1's anticipated profits; that in the event of Customer's default it would be difficult if not impossible to fix A1's actual damages. Therefore, in the event Customer defaults in the payment of any charges to be paid to A1, the balance of all payments for the entire term shall immediately become due and payable and Customer shall be liable for 80% as liquidated damages and A1 shall be permitted to terminate all its services under this agreement and re-program or delete any programming without relieving Customer of any obligation herein. Should A1 prevail in any litigation between the parties Customer shall pay A1's legal fees. The parties waive trial by jury in any action between them. Any action by Customer against A1 must be commenced within twelve months of the accrual of the cause of action or shall be barred. All actions or proceedings against A1 must be based on the provisions of this agreement. Any other action that Customer may have or bring against A1 in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

11. DELAY IN SERVICE: A1 shall not be liable for any damage or loss sustained by Customer as a result of delay in service, equipment failure, or for interruption of service due to electric failure, interruption of availability of telephone, cable, cellular, satellite, or radio service or service through any other medium, weather related interruptions, strikes, walk-outs, war, acts of God, causes beyond the control of A1. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

12. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS: Customer agrees to indemnify, defend, and release company, its employees, agents and subcontractors from liability and shall reimburse the company for any and all liabilities, losses, damages, costs, injuries, claims, suits, judgements, causes of actions, expenses, including expert fees and costs, and expenses including reasonable attorney fees, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to hazardous conditions whether or not customer pre-notifies company of the existence of said hazardous conditions, arising in any way from any act or omission of customer or company relating in any way to this agreement, including but not limited to the services under this agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Parties agree that there are no third-party beneficiaries of this agreement. In case of any claim or loss, Customer agrees that it is responsible to maintain, and has sufficient insurance coverage to cover any potential claim or loss. Customer further agrees to look to its property and/or general liability insurance carrier for reimbursement. Customer and Company mutually agree to release one another from any and all claims with respect to any loss covered by (or which should have been covered) the insurance coverages which were required and/or recommended that may be applicable to any property where Company performs services and/or provides materials for Company. For purposes of this Section, all deductibles shall be considered insured losses. They further mutually agreed that their respective insurance companies shall have no right of subrogation against the other on account thereof. Customer shall not be permitted to assign this agreement without written consent of A1. A1 shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment. Company reserves the right to select counsel to represent it in any such action.

13. FALSE ALARM FEES/PERMIT FEES/FINES/LICENSES/TAXES/OUTSIDE CHARGES: A1 shall have no liability for false alarms, false alarm fine, police or fire response, refusal of the police or fire to respond, permit/licensing fees, or other outside charges. In the event of termination of police or fire response by the municipal government this contract shall nevertheless remain in full force and Customer shall remain liable for all payments provided for herein. Should A1 be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement, Customer agrees to pay A1 for such service or material. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed.

14. A1'S RIGHT TO SUBCONTRACT SERVICES: Customer agrees that A1 is authorized and permitted to subcontract any services to be provided by A1 to third parties who may be independent of A1, and that A1 shall not be liable for any loss or damage sustained by Customer by reason or fire, theft, burglary or any other cause whatsoever caused by third parties, and Customer appoints A1 to act as Customer's agent with respect to such third parties, except that A1 shall not obligate Customer to

make any payments to such third parties. Customer acknowledges that this agreement, and particularly those paragraphs relating to A1's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of A1.

15. TERMINATION: Any termination under the terms of this agreement shall be made utilizing USPS certified mail with 60 days' notice. Company may terminate this agreement immediately at its sole discretion upon the occurrence of any event of default as hereinafter defined. Company may also terminate this agreement at its sole discretion upon notice to the customer if company's performance of its obligations under this agreement becomes impracticable due to obsolescence of equipment at customer's premises or unavailability of parts.

16. DEFAULT: An event of default shall be 1) failure of the customer to pay any amount with ten (10) days after the amount is due and payable, 2) abuse of the system or the equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of customer. Upon the occurrence of an event of default, company may pursue one or more of the following remedies, 1) discontinue furnishings of service, 2) by written notice to customer declare the balance of unpaid amounts due and to become due under this agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which customer has not paid, 4) proceed at law or equity to enforce performance by customer or recover damages for breach of this agreement, and 5) recover all costs and expenses, including without limitation reasonable attorney's fees, in connection with enforcing or attempting to enforce this agreement. Customer authorizes A1 to enter the premise at any time to receive possession of the equipment at any time in a default situation. Customer acknowledges a \$250 fee is imposed each time that A1 attempts to enter a facility, site, or calls to arrange to enter facility or site for a reason above and is denied.

17. FORCE MAJEURE; DELAYS: Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omission of customer, acts of civil or military authorizes, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of company's subcontractors, failure or delay in furnishing complete information by customer with respect to location or other details of work to be performed, impossibility or impracticability of performance, or any other cause or causes beyond company's control, whether or not similar to the foregoing. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of the material and labor not furnished, shall be due and payable upon receipt of invoice by customer.

18. ONE (1) YEAR LIMITATION OF ACTIONS; CHOICE OF LAW: Customer expressly agrees that any claim, lawsuit, or cause of action, whether in contract, tort or other legal theory, relating in any way and/or arising out of Company's services and/or materials provided to Customer, its subsidiaries and/or its insurers, must be filed no more than one (1) year from the date the alleged damage(s) occurs, that is the subject of the claim, lawsuit and/or cause of action. Customer expressly waives any statutory and/or common law limitation period to the contrary. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Ohio without regard to such state's conflict of laws rules. Company and Customer agree that any action brought by any party shall be brought and resolved exclusively by the state and federal courts located in Montgomery County, Ohio, and the courts to which an appeal therefrom may be taken, provided that any party shall have the right, to the extent permitted by applicable law, to proceed against any other party or its property in any other location to the extent necessary for the enforcing party to enforce a judgment or other court order or arbitral award. Each of the parties hereby consents to the jurisdiction of such courts and waives all questions of jurisdiction and venue. The parties agree that either or both of them may file a copy of this Section with any court as written evidence of the knowing, voluntary and bargained Agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Legal process in any proceeding may be served on any party anywhere in the world.

19. CREDIT CHECK: The customer hereby authorizes company to check customer's credit.

20. CONFIRMATION OF APPOINTMENTS; CONSENT TO CALL/EMAIL/TEXT/CHAT: Customer expressly authorizes A1 and its authorized representatives to contact Customer at the telephone number(s) and email address(es) provided by Customer to A1: (a) using an automated calling device to deliver a prerecorded message to set/confirm a service/installation appointment; (b) from time to time with information and offers about products and services that might interest Customer; and (c) to use email, text, chat

or fax as a means to communicate with customer. Customer consents to receive SMS from A1. Reply STOP to opt-out; Reply HELP; Message and data rates apply; Messaging frequency may vary.

21. CUSTOMER ACKNOWLEDGMENT: Customer acknowledges that: (a) when presenting its proposal to Customer, A1 explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from A1 at an additional cost to the Customer; and (c) Customer desires and has contracted for only the Equipment/Service(s) /System purchased; (d) such Equipment/Services/System purchased are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage A1 to carry out the installation in the premises; (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Services/System; and (g) Customer agrees to the TERMS AND CONDITIONS.

22. ELECTRONIC MEDIA: A1 may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. A1 may rely upon Customer's assent to the terms and conditions of this Agreement if Customer has signed this Agreement or demonstrated its intent to be bound electronically or otherwise.

23. NON-SOLICITATION: Customer agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity; any employee of A1 assigned by A1 to perform any service for or on behalf of Customer for a period of two years after A1 has completed providing service to Customer. In the event of Customer's violation of this provision, in addition to injunctive relief, A1 shall recover from Customer an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with A1, multiplied by twelve, together with A1's attorneys' fees and any expert witness fees

24. WAIVER OF RELEASE FOR MARKETING PURPOSES: Customer agrees that company may utilize any work or final product for the purpose of promotion or marketing of company.

25. DATA SECURITY AND YOUR PERSONAL INFORMATION: A1 will implement commercially reasonable administrative, physical and technical safeguards designed to secure personally identifiable information from unauthorized access, disclosure, compromise, or use. However, we can never promise 100% security. Customer has a responsibility, as well, to safeguard its information through the proper use and security of any online credentials used to access the personally identifiable information you have shared with A1, such as a username and password. If you believe your credentials have been compromised, if applicable, please change your password. If you believe the personally identifiable information you have shared with A1 has been the subject of unauthorized use, please notify A1 immediately. A1 shall adhere to all applicable Law relating to the personally identifiable information you have provided to A1. However, you warrant, represent, and acknowledge that A1 shall not be held liable for any third-party's use or misuse of your personally identifiable information. You are solely responsible for updating and maintaining the security of the equipment and services you have subscribed to as part of our services.

26. Customer agrees and acknowledges that any cloud- based services provided by the Company to Customer may be provided via a sublicense pursuant to Company's License Agreement with Johnson Controls and its Xaap product, and Customer agrees to be bound by and fully comply with the terms of the License Agreement, the terms of which are incorporated herein by reference. Customer further agrees and acknowledges that cloud based services may also be provided by Company to Customer via a sublicense pursuant to Company's License Agreement with other third-party entities including, but not limited to SalesForce, Building Reports, Carrier, EST, Edwards, Autocall, JCI, Xaap, Digital Watchdog, MyDoorView, Tektone, or Keyscan, and Customer agrees to be bound by and fully comply with the terms of any such License Agreements, the terms of which are incorporated herein by reference.

27. CLOUD-BASED SERVICES DISCLAIMER: ALL CLOUD-BASED SERVICES ARE PROVIDED "AS IS" AND COMPANY MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY, TITLE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD-BASED SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET

CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR VIRUSES, OR ERROR FREE.

28. RESTRICTIONS ON USE OF CLOUD-BASED SERVICES: Customer's use of the cloud-based services may be subject to certain restrictions set forth in these Terms & Conditions and other legal documents incorporated herein, which may include without limitation certain limitations on the scope of use, capacity, types and quantities of system resources, and/or duration of the Services. Customer's use of the Services in a manner inconsistent with such restrictions may adversely impact the performance of the Services, may result in additional charges to Customer and/or may result in suspension of the cloud-based services or termination of Customer's user account under the terms of these Terms & Conditions. Customer agrees that Customer will comply with such restrictions or technical limitations of the cloud-based services. In using the cloud-based services, Customer agrees: (i.) not to reverse engineer, decompile, disassemble, modify, adapt or translate any part of the cloud-based services or create derivative works based on any part of the cloud-based services; (ii.) not to transfer, license, sublicense, rent, lease, sell, lend, distribute, host, outsource, disclose, assign, or otherwise commercially exploit or make available the cloud-based services or any part thereof to any third party without Company's prior express written consent and such consent may be withheld in the sole discretion of Company; (iii.) not to disrupt or interfere with the security of, or otherwise abuse, the platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Company through which you are given access to the cloud-based services by Company; (iv.) not to disrupt or interfere with the access to the platform and/or the provision by Company of the cloud-based services to any other customer or user thereof; (v.) not to upload, post, or otherwise transmit any virus or other harmful, disruptive or destructive files onto the platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Company through which you are given access to the cloud-based services by Company; (vi.) not to use or attempt to use the data of any other user of the cloud-based services, or create or use a false identity on any of the platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Company through which Customer is given access to the cloud-based services by Company; (vii.) not to transmit through or onto the platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Company through which you are given access to the cloud-based services by Company, any spam mail, chain letters, junk mail or any other type of unsolicited mass e-mail to people or entities who have not agreed to be part of such mailings; (viii.) not to use the platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Company through which you are given access to the cloud-based services by Company, to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy or Intellectual Property Rights where applicable) of Company or any third party; (ix.) not to use the platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Company through which Customer is given access to the cloud-based services by Company, to publish, post, distribute or disseminate any information or material which is obscene, defamatory, indecent or unlawful; and not to use the platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Company through which Customer is given access to the Services by Company, to take any action which would cause Company to be in violation of any law or regulation.

29. CUSTOMER DATA: If the cloud-based services enable(s) the Customer to upload, store, create and/or modify Customer Data within the cloud-based services and/or on the platform, any such Customer Data shall be provided as it determines under its own responsibility to facilitate its use of the cloud-based services. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of any Customer Data it uploads, collects, stores and/or processes in the cloud-based services and/or on the platform, and/or creates and/or modifies, through Customer's use of the cloud-based services. Customer grants Company a non-exclusive, perpetual, irrevocable, worldwide, free of charge, paid-up, royalty-free and transferable license right to collect, store, use, import, distribute, modify and distribute modifications of, perform, create and distribute derivative works of, translate, copy and display Customer Data for the purpose of and in conjunction only with providing access to and the right to use the cloud-based services and improving, modifying or testing the cloud-based services. Company shall not disclose Customer Data to any third party without Customer's prior express consent, except for (a) disclosure to Company's suppliers involved in the provision of the cloud-based services, or (b) when disclosure of Customer Data is the sole reasonably available manner for Company to comply with any legal obligation applicable to Company or any valid order by a court or other competent jurisdiction or governmental agency, to prevent fraud, abuse or security threat of the of the cloud-based services or enforce or defend Company's rights under these Terms & Conditions or any related litigation.

30. **PERSONAL INFORMATION PROTECTION:** Customer is responsible for any personally identifiable information that Customer uploads, stores, creates, uses, shares, modifies, deletes or otherwise processes with the cloud-based services. Customer must comply with all applicable laws and regulations, obtain all required consents and make all required notifications in this respect.

31. **CLOUD-BASED SERVICES INTELLECTUAL PROPERTY RIGHTS:** All right, title and interest in and to the cloud-based services, any and all hardware, software and other items used by Company to provide the cloud-based services as well as any technology or know-how embodied or otherwise implemented in the cloud-based services, and all Intellectual Property Rights pertaining thereto, are and shall remain the full and sole property of Company and/or its licensors. No title to or ownership of any Intellectual Property Rights related to the cloud-based services is transferred or shall be deemed to be conveyed to Customer or any third-party pursuant to these Terms & Conditions or under any business transaction performed between Company and Customer. All rights not explicitly granted to Customer under these Terms & Conditions regarding the cloud-based services are reserved by Company and its licensors.

32. **THIRD-PARTY WEBSITES AND CONTENT:** If the cloud-based services enable Customer to link to, transmit Customer Data to, indicate the web address of or otherwise access to, third parties' websites or third parties' content, products, services or information, the Customer shall bear all risks associated with access to and use of such third parties' websites and third parties' content, products, services and information. Company does not control and is not responsible for such third parties' websites or any such third parties' content, products, services and information accessible from or provided through such websites. Any access to third parties' websites or any use of third parties' content, products, services or information through Customer's access to the cloud-based services shall be subject to said third parties' own terms of use or other legal document which shall govern the relationship between Customer and said third parties with respect thereto.

33. **TERMINATION OR SUSPENSION OF CLOUD-BASED SERVICES:** Without prejudice to any other rights and remedies it may have under these Terms & Conditions, at law or otherwise, Company reserves the right to suspend the cloud-based services (in whole or in part) at any time with immediate effect by written notice to Customer if: (i.) in Customer's reasonable judgment, the cloud-based services are about to suffer a threat to security or functionality; or (ii.) Company has requested but has not received from the Customer any information required to enable Company to perform the cloud-based services; or (iii.) if any sum payable by Customer to Company for the provision of the cloud-based services is in arrears for more than thirty (30) calendar days after the due date; or (iv.) the Customer violates the terms of these Terms & Conditions and/or any documents expressly incorporated herein; or (v.) the Customer has otherwise breached or failed to comply with any of its obligations under these Terms & Conditions and has not cured such breach or failure within a period of thirty (30) calendar days from the date of receipt of a written notice from Company specifying the breach or failure and requiring its remedy; or (vi.) the Customer violates any applicable laws or infringes the intellectual property rights of Company, its affiliates or any third-party in its access or use of the cloud-based services. In any such event of suspension of the cloud-based services, the Customer shall remain liable to pay the sums payable to Company under the suspended cloud-based services and any resumption of the suspended cloud-based services shall be conditional upon the cause giving rise to the suspension of the cloud-based services being remedied and the Customer complying with such requirements as Company may reasonably specify in its suspension notice to Customer. Further, if the Customer shall fail to cure the cause giving rise to the suspension or to effect the remedial action required by Company within such period of time as Company shall specify in its suspension notice, Company may, in addition to any other rights and remedies that Company may have, terminate the cloud-based services permanently without liability or refund to Customer of any kind; termination of the cloud-based services by Company shall be achieved by disabling or otherwise cancelling Customer's user account or any other technical means Company shall reasonably determine to disable Customer's access and use of the cloud-based services.

34. **SECTION HEADINGS:** Section headings have been inserted herein for convenience of reference only. If there is any conflict between such headings and the text herein, the text shall control.

35. **SEVERABILITY:** If any provision of this agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. **ENTIRE AGREEMENT:** The parties intend this agreement, together with any attachments or Riders (collectively the "agreement") to be the final, complete and exclusive expression of their agreement and the terms and conditions thereof. This

agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this agreement shall be binding on company unless made in writing and signed by an authorized representative of company.

The written terms and conditions of this contract shall govern over all oral communications. between A1 or an employee acting as an agent for A1 and Customer. A1 recommends that the Customer request any important terms or conditions be written into this document before signing this agreement