

## TERMS AND CONDITIONS

*The Customer named on the Quote (“Customer”) and Network Outfitters, Inc. DBA SentiForce (“SentiForce”) agree that the Quote, the Order and these Terms and Conditions constitute the entire agreement for the rental of SentiForce Equipment and the provision of Services.*

### ARTICLE 1. DEFINITIONS

**Affiliate:** Any entity that controls, is controlled by or is under common control with SentiForce.

**Agreement:** Consists of the Quote, the Order and these Terms and Conditions.

**Commencement Date:** The date(s) on which SentiForce installs any SentiForce Equipment at a Location.

**Confidential Information:** All information regarding a Party’s business which has been marked or is otherwise communicated as being “proprietary” or “confidential” or which reasonably should be known by the receiving Party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information of SentiForce shall include, even if not marked, the Quote, all Software, promotional materials, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the Parties’ communications regarding such items.

**Customer-Provided Equipment:** Any and all facilities, equipment or devices supplied by Customer for use in connection with the Equipment Rental and/or Services.

**Equipment Rental:** The rental by SentiForce of SentiForce Equipment to Customer at the Location(s).

**Location(s):** The Customer location(s) where SentiForce Equipment is installed and/or Services are provided to Customer.

**Notice:** A written notice given by a Party to the other Party in accordance with Section 11.5.

**Order:** A binding agreement for SentiForce to provide Equipment Rentals and/or Services to Customer created upon the acceptance, express or implied, by Customer of a Quote.

**Party:** A reference to SentiForce or Customer; and in the plural, a reference to both companies.

**Quote:** An offer for SentiForce to provide Equipment Rentals and/or Services to Customer.

**SentiForce Equipment:** Any and all equipment or devices rented by SentiForce or its authorized contractors to Customer at the Location.

**SentiForce Website or Website:** The SentiForce website where the Terms and Conditions and other SentiForce policies applicable to the Agreement will be posted. The current URL for the Website is <https://sentriforce.com/terms-and-conditions>. SentiForce may update the Website documents and/or URL from time to time.

**Service(s):** The services provided by SentiForce to Customer. Services are subject to availability.

**Software:** Computer software or code incorporated in or required to use the SentiForce Equipment and/or Services, including without limitation, associated documentation, and all updates thereto.

**Term:** The period of time (beginning on the Commencement Date) during which SentiForce Equipment is rented and/or Services are provided to Customer.

### ARTICLE 2. EQUIPMENT RENTAL AND DELIVERY OF SERVICES

**2.1 Quote.** A Quote must be completed and accepted to initiate Equipment Rentals and/or Services to a Location(s). A Quote shall become a binding Order when it is accepted by Customer.

**2.2 Speed/Frame Rate.** SentiForce makes no representation regarding the speed of the Internet Service or Frame Rate of Video. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of workstations using a single connection.

**2.3 Access.** Customer, at no cost to SentiForce, shall secure and maintain all necessary rights of access to Location(s) for SentiForce to install SentiForce Equipment and provide Services. In addition, Customer shall provide an adequately controlled space and such electricity within the Location as may be required for installation, operation, and maintenance of the SentiForce Equipment. SentiForce and its employees and authorized contractors will require free ingress and egress into and out of the Location(s) in connection with the provision of Services. Upon reasonable notice from SentiForce, Customer shall provide all required access to SentiForce and its authorized personnel.

**2.4 Commencement Date.** Upon installation of the necessary SentiForce Equipment to provide the Services, SentiForce shall notify Customer that the Services are available for use. Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable charges.

**2.5 SentiForce Equipment.** SentiForce Equipment is and shall remain the property of SentiForce regardless of where installed within the Location(s), and shall not be considered a fixture or an addition to the land or the Location(s). At any time SentiForce may remove or change SentiForce Equipment in its sole discretion. Customer must notify SentiForce if Customer moves or rearranges SentiForce Equipment so that SentiForce may continue to provide appropriate Services for the new location of the SentiForce Equipment. SentiForce shall maintain SentiForce Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at SentiForce’s expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the SentiForce Equipment. If Customer disconnects, removes, attempts to repair, or otherwise tampers with any SentiForce Equipment or permits others to do so, and/or uses the SentiForce Equipment for any purpose other than that authorized by the Agreement, SentiForce shall not be liable for any loss, cost, expense or other liability arising out of any such Customer action. Customer shall be responsible for all damage to, or loss of, SentiForce Equipment, and all other costs and expenses of SentiForce, caused by or arising out of Customer’s acts or omissions, and/or its noncompliance with this Section (“Equipment Damages”). Customer agrees not to take any action that would directly or indirectly impair SentiForce’s title to the SentiForce Equipment, or expose SentiForce

to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following the end of the Term, SentiForce will remove the SentiForce Equipment including, but not limited to, that portion of the SentiForce Equipment located within the Location(s). SentiForce shall be responsible for returning the Location(s) to its prior condition, wear and tear excepted.

**2.6 Customer-Provided Equipment.** SentiForce shall have no obligation to install, operate, or maintain Customer Provided Equipment. All Customer-Provided Equipment and wiring that Customer uses in connection with the Equipment Rental(s) and/or Services must be fully compatible with the Equipment Rental(s) and/or Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by SentiForce's employees or authorized contractors when the difficulty or trouble report results from Customer-Provided Equipment. SentiForce shall not be responsible to Customer if changes in any of the facilities, operations or procedures of SentiForce utilized in the provision of Services render any Customer-Provided Equipment or other equipment provided by a Customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

**2.7 Administrative Web Site.** SentiForce may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of Services (each an "Administrative Web Site"). SentiForce may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify SentiForce if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for its use of the Administrative Web Site, and SentiForce shall be entitled to rely on all Customer uses of and submissions to the Administrative Web Site as authorized by Customer. SentiForce shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Web Site. SentiForce may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.

**2.8 Set up, Installation, Video Pull.** Upon installation, Customer is required to run 110V power to all units onsite that require power to function. Once power is run and connected to the unit, SentiForce will run one night of testing to ensure ability to monitor and power stability. If power is run before 12:00 pm Central Time, then the test night will occur that evening. If power is run after 12:00 pm Central Time, then the test night will occur the following evening. For units with power installed on a Friday before 12:00 pm Central Time or a day prior to a recognized holiday, testing will occur over that weekend of during the holiday. Units with power run after 12:00 pm Central Time of a Friday will have testing occur on the next business day evening. SentiForce will provide video footage of specified time frames to Customer upon request. SentiForce will remotely retrieve video footage, process and distribute the video by either e-mail or secure electronic transfer.

**2.9 Updates.** Customer acknowledges that the use of the SentiForce Equipment and/or Services may periodically require updates and/or changes to certain Software resident in the SentiForce Equipment. If SentiForce has agreed to provide updates and changes, SentiForce may perform such updates and changes remotely or on-site, at SentiForce's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by SentiForce.

### **ARTICLE 3. CHARGES, BILLING AND PAYMENT**

**3.1 Charges.** Customer shall pay all charges associated with all Equipment Rentals and Services, as set forth or referenced in the applicable Order(s), SentiForce invoice or these Terms and Conditions. These charges may include, but are not limited to, Equipment Rental charges, installation charges, monitoring charges, video retrieval charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

**3.2 Changes in Monthly Recurring Charges.** Except as otherwise identified in the Agreement, at any time during a Month to Month Term (as defined in Section 4.1), SentiForce may increase any monthly recurring charges upon thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Equipment Rental or Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified pricing.

**3.3 Payment of Bills.** Except as otherwise indicated herein or on the Order(s), SentiForce will invoice Customer at the time of installation for installation fees and in advance on a monthly basis for all Equipment Rentals and monthly recurring Service charges and fees arising under the Agreement. All other charges will be billed when Services are rendered. Customer shall make payment to SentiForce for all invoiced amounts within thirty (30) days after the date of the invoice. Any amounts not paid to SentiForce within such period will be considered past due. If a Commencement Date is not the first day of a billing period, Customer's next monthly invoice shall include prorated charges.

**3.4 Partial Payment.** Partial payment of any bill will be applied to Customer's outstanding charges in the amounts and proportions as solely determined by SentiForce. No acceptance of partial payment(s) by SentiForce shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

**3.5 Payment by Credit Card.** Upon Customer's written request and SentiForce's acceptance of such request, SentiForce will accept certain credit card payments for charges generated under the Agreement. SentiForce reserves the right to pass credit card fees through to Customer. By providing SentiForce with a credit card number, Customer authorizes SentiForce to charge the card for all charges generated under this Agreement, until (i) this Agreement is terminated or (ii) Customer provides thirty (30) days prior Notice for SentiForce to stop charging the credit card. Customer agrees to provide SentiForce with updated credit card or alternate payment information on a timely basis prior to the expiration or termination of the credit card on file or in the event that Customer's credit card limit is or will be insufficient to cover payment. If SentiForce is unable to charge Customer's credit card for any reason, Customer agrees to pay

all amounts due, including any late payment charges or bank charges, upon demand by SentiForce. SentiForce may limit the option to pay by credit card to specific charges or may discontinue acceptance of credit card payments in whole or in part upon thirty (30) days prior notice to Customer.

**3.6 Credit Approval, Deposits and other Assurances.** Initial and ongoing Equipment Rental and/or delivery of Services may be subject to credit approval. Customer shall provide SentiForce with credit information requested by SentiForce. Customer authorizes SentiForce to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to SentiForce will be true and correct. SentiForce, in its sole discretion, may deny to rent SentiForce Equipment and/or perform Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, SentiForce may require Customer to make a deposit, or provide advance payments or other satisfactory assurances, as a condition to SentiForce's rental of SentiForce Equipment or provision of Services, or as a condition to SentiForce's continuation of the rental of SentiForce Equipment or provision of Services. A deposit will not, unless explicitly required by law, bear interest and shall be held by SentiForce as security for payment of Customer's charges. If the Equipment Rental and provision of Service to Customer is terminated, or if SentiForce determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Customer's account or refunded to Customer, as determined by SentiForce.

**3.7 Taxes and Fees.** Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer will be responsible to pay any Equipment Rental fees, Service fees, payment obligations and taxes that become applicable retroactively.

**3.8 Other Government-Related Costs and Fees.** SentiForce reserves the right to invoice Customer for any fees or payment obligations in connection with the Equipment Rental and/or Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Equipment Rental and/or Services, regardless of whether SentiForce or its Affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. These obligations may include those imposed on SentiForce or its Affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that SentiForce or its Affiliates are required to collect from the Customer or to pay to others in support of statutory or regulatory programs.

**3.9 Disputed Invoice.** If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to SentiForce for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the Parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to SentiForce, all disputed amounts shall become immediately due and payable to SentiForce. Under no circumstances may Customer submit

a billing dispute to SentiForce later than sixty (60) days following Customer's receipt of the applicable invoice.

**3.10 Past-Due Amounts.** Any undisputed payment not made when due will be subject to a reasonable late charge not to exceed the highest rate allowed by law on the unpaid invoice. If Customer's account is delinquent, SentiForce may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any SentiForce Equipment that Customer fails to return in accordance with the Agreement. If SentiForce is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned SentiForce Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to SentiForce under the Agreement or at law or in equity.

**3.11 Rejected Payments.** Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for Equipment Rental or Services that has been rejected by the bank or other financial institution.

**3.12 Fraudulent Use of Services.** Customer is responsible for all charges attributable to Customer with respect to the Equipment Rental and/or Services, even if incurred as the result of fraudulent or unauthorized use of the Equipment Rental and/or Services. SentiForce may, but is not obligated to, detect or report unauthorized or fraudulent use of SentiForce Equipment and/or Services to Customer. SentiForce reserves the right to restrict, suspend or discontinue providing any Equipment Rental or Service in the event of fraudulent use by Customer.

#### **ARTICLE 4. TERM**

**4.1 Agreement Term.** The term of the Agreement shall be (i) month to month ("Month to Month Term") or (ii) for a quoted period of calendar months ("Fixed Term"). Upon the completion of a Fixed Term, the Agreement shall automatically convert into a Month to Month Term unless, at least thirty (30) days prior to the expiration of the Fixed Term, either Party gives Notice to the other of its intention that the Agreement shall expire at the end of such Fixed Term. An Agreement with a Month to Month Term shall automatically renew each month under the same terms and conditions until either Party gives Notice to the other of its intention not to renew the Agreement at least thirty (30) days prior to the effective date of such nonrenewal.

#### **ARTICLE 5. TERMINATION**

**5.1 Termination for Convenience.** Notwithstanding any other term or provision in this Agreement, a Party shall have the right to terminate any Equipment Rental, Service or this Agreement, in whole or part, at any time during a Fixed Term upon prior Notice to the other Party. Such termination shall be effective thirty (30) days after the non-terminating Party's receipt of the termination Notice.

#### **5.2 Termination for Cause.**

(a) If either Party breaches any material term of this Agreement and the breach continues without remedy for thirty (30) days after Notice of default, the non-defaulting Party may terminate for cause this Agreement, or any Equipment Rental or Services materially affected by the breach. This Agreement may be terminated for cause by either

Party immediately upon Notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

(b) Notwithstanding the foregoing, if Customer is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of Notice of default, SentiForce may, at its option, terminate this Agreement, or terminate or suspend any Equipment Rental and/or Services.

**5.3 Effect of Expiration or Termination of the Agreement.** Upon the expiration or termination of the Agreement, any Equipment Rental or Services for any reason: (i) SentiForce may disconnect the applicable Service, (ii) SentiForce may delete all applicable data, files, electronic messages, voicemail or other information stored on SentiForce's servers or systems, and (iii) Customer shall permit SentiForce access to retrieve from the applicable Locations any and all SentiForce Equipment (however, if Customer fails to permit access, or if the retrieved SentiForce Equipment has been damaged and/or destroyed other than by SentiForce or its agents, normal wear and tear excepted, SentiForce may invoice Customer for the full replacement cost of the relevant SentiForce Equipment, or in the event of minor damage to the retrieved SentiForce Equipment, the cost of repair, which amounts shall be immediately due and payable). If (i) Customer terminates any Equipment Rental, Service or this Agreement for convenience under Section 5.1, or (ii) SentiForce terminates any Equipment Rental, Service or this Agreement for cause under Section 5.2, SentiForce may assess and collect from Customer certain termination charges as determined by SentiForce in its sole discretion. Termination by either Party under the terms of the Agreement does not waive any other rights or remedies available to such Party under the Agreement, at law or in equity.

**5.4 Regulatory and Legal Changes.** The Parties acknowledge that the respective rights and obligations of each Party as set forth in the Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of the Agreement. SentiForce may, in its sole discretion, immediately terminate the Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, force majeure event, or judgment of any court or government agency that affects SentiForce's ability to provide the Equipment Rentals and/or Services herein.

## **ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS**

**6.1** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR EQUIPMENT RENTALS, SERVICES, SENTRIFORCE EQUIPMENT, SOFTWARE PROVIDED BY SENTRIFORCE OR TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, THE ENTIRE LIABILITY OF SENTRIFORCE AND ITS OFFICERS,

DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS ("ASSOCIATED PARTIES") FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF EQUIPMENT RENTALS AND SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF EQUIPMENT OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES OR THE SENTRIFORCE EQUIPMENT SHALL BE LIMITED AS SET FORTH IN SECTION 6.5.

**6.2** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO EQUIPMENT RENTALS, SERVICES, SENTRIFORCE EQUIPMENT, OR SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SENTRIFORCE DOES NOT WARRANT THAT THE EQUIPMENT RENTALS, SERVICES, SENTRIFORCE EQUIPMENT, OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE EQUIPMENT RENTAL, SERVICES, SENTRIFORCE EQUIPMENT, OR SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE EQUIPMENT RENTALS, SERVICES, SENTRIFORCE EQUIPMENT, OR SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

**6.3** IN NO EVENT SHALL SENTRIFORCE, OR ITS AFFILIATES, SUPPLIERS, CONTRACTORS OR LICENSORS, BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE, (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES, (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES, OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

**6.4** SENTRIFORCE DISCLAIMS ANY WARRANTY THAT THE SERVICES, SENTRIFORCE EQUIPMENT, AND/OR SOFTWARE WILL NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SERVICES, SENTRIFORCE EQUIPMENT, AND/OR SOFTWARE WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE OR OTHERWISE, OR THAT THE SERVICES, SENTRIFORCE EQUIPMENT, AND/OR SOFTWARE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH THEY WERE INTENDED. CUSTOMER ACKNOWLEDGES THAT SENTRIFORCE CANNOT AND DOES NOT GUARANTEE TO CATCH AND STOP CRIMINAL ACTIVITY.

**6.5** It is understood and agreed that (i) SentiForce is not an insurer of loss of life, personal injury or property loss or damage, (ii) insurance, if any, shall be obtained by Customer, and (iii) the payments made by Customer are based solely on the value of the Equipment Rentals and Services as purchased hereunder. Customer understands and agrees

that if SentiForce should be found liable for loss or damage due from the failure of SentiForce Equipment and/or Services to properly perform, or the failure of SentiForce to perform any of its obligations or provide any of the Services subscribed for herein, or the failure of any service or equipment of SentiForce in any respect whatsoever, Customer hereby agrees that SentiForce's aggregate liability arising out of or related to the Agreement shall in no event exceed the amounts paid by Customer in the twelve (12) month period proceeding the claim for Equipment Rentals and Services at the Location subject to such claim. Customer further understands and agrees that the provisions of this section shall apply even if the loss or damage, irrespective of cause or origin, results directly or indirectly, to persons or property, from performance or non-performance of the obligations imposed by the Agreement, or from the negligence or gross negligence of SentiForce, its agents, assigns or employees.

**6.6 DISRUPTION OF SERVICE.** Equipment Rentals and Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption could lead to severe injury to business, persons, property or environment ("High Risk Activities"). High-Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damages resulting from High-Risk Activities. SentiForce shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of Equipment Rentals or Services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer-Provided Equipment; inability to obtain access to the Locations; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of Equipment Rentals and/or Services.

**6.7** Customer's sole and exclusive remedies under the Agreement are as expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which an Equipment Rental or Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of SentiForce and its Affiliates and agents is limited to the maximum extent permitted by law.

## **ARTICLE 7. INDEMNIFICATION**

**7.1** Subject to Article 6, each Party ("Indemnifying Party") will indemnify, defend and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, equity owners, suppliers, independent contractors and agents from and against any and all claims, demands, causes of action, suits, proceedings, damages, judgments, fines, penalties, losses, liabilities, costs and expenses, including attorneys' fees and in-house counsel fees, arising from any claim ("Claim") of a third party (i) for death or bodily injury, or damage to any tangible property, alleged to have been caused by any negligent act or omission of Indemnifying Party arising out of or related to the Agreement, Indemnifying Party's obligations hereunder, and/or the use of Services, SentiForce Equipment, and/or Software

and (ii) alleging infringement of a U.S. patent or U.S. copyright arising out of or related to the Agreement, Indemnifying Party's obligations hereunder, and/or the use of Services, SentiForce Equipment, and/or Software.

**7.2** The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Claim, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Claim. The Indemnifying Party shall assume the defense of any Claim with counsel of its own choosing, but which is reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

## **ARTICLE 8. CONFIDENTIAL INFORMATION AND PRIVACY**

**8.1 Disclosure and Use.** All Confidential Information of a Party shall be kept by the receiving Party in strict confidence and shall not be disclosed to any third party without the disclosing Party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving Party's employees, affiliates, and agents who have a need to know for the purpose of performing the Agreement, using the SentiForce Equipment and Services, providing the SentiForce Equipment and Services, and marketing related products and services (provided that in all cases the receiving Party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure), or (ii) as otherwise authorized by the Agreement. Each Party agrees to treat all Confidential Information of the other Party in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

**8.2 Exceptions.** Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving Party without a pre-existing restriction as to disclosure, (ii) is or becomes publicly available without fault of the receiving Party, (iii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing Party, (iv) is developed independently by the receiving Party without use of the disclosing Party's Confidential Information, or (v) is required to be disclosed by law or regulation.

**8.3 Equitable Relief.** Each Party agrees and acknowledges that any breach of this Article 8 may cause the other Party irreparable harm for which monetary damages would be inadequate. Accordingly, either Party will be entitled to seek injunctive or equitable relief to remedy any threatened or actual breach of this Article 8 by the other Party, as well as monetary damages.

**8.4 Authorization to Record.** Customer authorizes and gives permission to SentiForce to record and monitor video, audio and other data communications. All recordings captured by SentiForce

Equipment are the property of Customer. SentiForce has the right to use any and all recorded material captured and stored on SentiForce Equipment to provide the Services, improve the Services or SentiForce Equipment, and comply with applicable laws. Customer hereby grants to SentiForce and its agents, successors, and affiliates a worldwide, non-exclusive, royalty-free, transferable, and sublicensable right and license to use, transmit, store, or modify any personal data as needed to perform its obligations under this Agreement. Customer shall post any legally required privacy notices for third parties regarding the recording and monitoring of the Services and shall obtain any necessary consents from such third parties. Customer shall be solely responsible for complying with applicable privacy laws. SentiForce shall process any personal data contained in the recordings as a processor or service provider (as defined under applicable privacy laws).

**8.5 Privacy Note Regarding Information Provided to Third Parties.** To the extent required to complete the Services or as otherwise directed by Customer, SentiForce is also authorized to forward recordings captured by SentiForce Equipment to any police, law enforcement, insurance or any other party. SentiForce will provide third party verification to police or insurance authorities unless specifically instructed not to do so in writing by Customer. Customer agrees that SentiForce is not responsible for any information provided by Customer or at Customer's direction to third parties. Customer assumes all privacy and other risks associated with providing personal data to third parties via the Services.

**8.6 Intellectual Property Rights in the SentiForce Equipment and Services.** Title and intellectual property rights to the SentiForce Equipment and Services are owned by SentiForce, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, reselling, bundling or publication of the Services, in whole or in part, without express prior written consent from SentiForce, is prohibited.

## **ARTICLE 9. PROHIBITED USES**

**9.1 Resale.** Except as otherwise provided in these Terms and Conditions, Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the SentiForce Equipment, Services or any component thereof.

**9.2 Use Policies.** Customer agrees to ensure that all uses of the SentiForce Equipment and/or the Services installed at its premises ("use") are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. SentiForce reserves the right to act immediately and without notice to terminate or suspend the Equipment Rental or Services and/or to remove from the SentiForce Equipment and Services any information transmitted by or to Customer or users, if SentiForce (i) determines that such use or information does not conform with the requirements set forth in the Agreement, (ii) determines that such use or information interferes with SentiForce's ability to provide the Equipment Rental or Services to Customer or others, (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use, or (iv) reasonably believes that

Customer's use of the SentiForce Equipment or Service interferes with or endangers the health and/or safety of SentiForce personnel or third parties.

**9.3 Violation.** Any breach of this Article 9 shall be deemed a material breach of the Agreement. In the event of such material breach, SentiForce shall have the right to restrict, suspend, or terminate immediately any or all Orders or the Agreement, without liability on the part of SentiForce, and then to notify Customer of the action that SentiForce has taken and the reason for such action, in addition to any and all other rights and remedies under the Agreement.

## **ARTICLE 10. INSURANCE**

**10.1** Customer shall maintain during the Term commercial general liability insurance that covers its liability and obligations hereunder including property damage and personal injury.

**10.2** The liability limits under these policies shall be, at a minimum, one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

## **ARTICLE 11. MISCELLANEOUS TERMS**

**11.1 Force Majeure.** SentiForce will not be liable or responsible to Customer, nor be deemed to have defaulted or breached the Agreement or an Order, for any failure or delay in its performance of any obligation when and to the extent such failure or delay is caused by or results from acts or circumstances beyond SentiForce's reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, epidemic, pandemic, revolution, insurrection, lockouts, strikes or other labor disputes (whether or not relating to SentiForce's workforce), telecommunication breakdowns, power outages, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable services or materials. If delay is caused by any such circumstances, SentiForce may terminate all or any portion of an Order or the Agreement or extend any date upon which performance is due, without liability to Customer.

**11.2 Assignment and Transfer.** Customer may not assign its rights or obligations under any Order or the Agreement without SentiForce's prior written consent.

**11.3 Export Law and Regulation.** Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations, and any foreign use or transfer of such products, software, and technical information must be authorized under those regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by SentiForce, Customer also agrees to sign written assurances and other export-related documents as may be required for SentiForce to comply with U.S. export regulations.

**11.4 Compliance with Laws.** Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

**11.5 Notices.** Except as otherwise provided in the Agreement, any notices or other communications contemplated or required under the Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, overnight courier, or via U.S. Certified Mail, Return Receipt Requested. Notices to Customer shall be sent to the Customer billing address; Notices to SentiForce shall be sent to SentiForce, 6210 Rothway St. Suite 100, Houston, TX 77040, Attn: Chief Financial Officer. All such Notices shall be deemed given and effective on the day when delivered by overnight delivery service or certified mail.

**11.6 Entire Understanding.** The Agreement constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, representations, statements, or understandings, whether written or oral, concerning Equipment Rentals and Services, and the Parties' rights and obligations relating to the same. Any prior representations, promises, inducements, or statements of intent regarding Equipment Rentals and Services that are not expressly provided for in the Agreement are of no effect. Terms and/or conditions contained or incorporated in any purchase order or other Customer document, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect. Only specifically authorized representatives of SentiForce may make modifications to the Agreement. No modification to the Agreement made by a representative of SentiForce who has not been specifically authorized to make such modifications shall be binding upon SentiForce. No subsequent agreement between the Parties concerning Equipment Rentals or Services shall be effective or binding unless it is executed in writing by authorized representatives of both Parties. Notwithstanding anything herein, SentiForce may change or modify these Terms and Conditions and any related policies from time to time ("Revisions") by posting such Revisions to the SentiForce Website. The Revisions are effective upon posting to the Website.

**11.7 Construction.** In the event that any portion of the Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of the Agreement shall remain in full force and effect.

**11.8 Survival.** The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of the Agreement or any Order, including without limitation payment obligations, indemnifications and limitations of liability, shall survive termination or expiration of the Agreement or any Order.

**11.9 Choice of Law.** All matters arising out of or relating to the Agreement or any Order are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

**11.10 Venue and Contractual Limitations Period.** All claims and disputes relating to or arising from the Agreement, an Order, Equipment Rentals or Services, shall be litigated exclusively in the state or federal courts located in Harris County, Texas, and Customer irrevocably consents to, and waives any challenge to, the exclusive jurisdiction of, and venue in, such courts. In addition, Customer may not bring any action relating to any transaction between SentiForce

and Customer or the Agreement more than one (1) year after the accrual of the cause of such action, except for billing disputes, which Customer must submit to SentiForce within sixty (60) days as provided in Section 3.9. Any action not commenced within the required period shall be forever barred notwithstanding any longer statutory period of limitations.

**11.11 No Third-Party Beneficiaries.** The Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

**11.12 No Waiver.** No failure by either Party to enforce any rights hereunder shall constitute a waiver of such right(s).

**11.13 Independent Contractors.** The Parties are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. The Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

**11.14 Article Headings.** The article headings used herein are for reference only and shall not limit or control any term or provision of these Terms and Conditions or the interpretation or construction thereof.