General Terms and Conditions
(Hereinafter the "GTC")

1. Definitions

24/7 means 24 hours per day, seven days per week including public and religious holidays but subject to Force Majeure Events as more fully set forth in Sections 2.11, 6.1 and 8.11, below.

12/7 means 12 hours per day, seven days per week including public and religious holidays but subject to Force Majeure Events as more fully set forth in Sections 2.11, 6.1 and 8.11, below.

Affiliate means with respect to any person or entity, any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control of that specified person or entity. For the purpose of this definition, 'control', when used in respect of any specified person or entity means the power to direct or cause the direction of the management or policies of such person or entity, whether through ownership of voting securities or by contract or otherwise;

Agreement means the Services Agreement, together with the GTC and its schedules, as they may be amended;

Alarm Monitor Service Provider means the Service Provider or a third party which – upon the receipt of an Incident notification by the Watch Center Service Provider – shall contact either the Law Enforcement Agency or the Rapid Response Service Provider;

Applicable Law means any law, statute, order, regulation, rule of any competent authority that applies to the Services in the state where Services are provided. The Agreement is governed by the laws of the State of Delaware, as more fully set forth in Section 11.11, below;

Cameras means the installed surveillance cameras used in connection with the Services;

- **Active camera** means a camera under 24/7 or 12/7 real-time surveillance in line with the conditions set in the Services Agreement;
- **Passive camera** means a camera onboarded at surveillance system of the Watch Center Service Provider which is default in off-line status and thus not under 24/7 nor 12/7 surveillance. However, the passive camera may be switched on in case of alarm raised on any active camera on the similar site or property of the respective client in order to help the Watch Center as well as the Alarm Center Service Providers in proper classification and verification of any Incident;

Client means the Client identified in the Services Agreement;

Client Material means all information that has been monitored and/or recorded via video surveillance by the Service Provider, its employees, agents or contractors in connection with the Services provided pursuant to the Agreement;

Confidential Information means all non-public information about a Party and its business, employees, financial or legal situation, partners, matters, whether or not marked as confidential, obtained by the other Party. Confidential Information does not include information that: (a) is in the public domain other than as result of a breach of any duty to the Party; (b) was already known by the other Party in

prior to such other Party's receipt of such information from the Party; (c) received by the other Party from a third party that has no obligation of confidentiality to the Party with respect thereto; or, (d) is independently developed by the other Party without any use of or access to information of the Party;

Effective Date means the date on which the Agreement enters into effect;

Expenses mean the costs incurred while rendering the Services such as set-up fees, storage fees, on-site inspection fees, administration fees, taxes, and any other fees (except the Fees) payable by Client to Service Provider pursuant to the Agreement;

Fees means the price of the Services as specified in the Services Agreement, as it may be supplemented and amended by the Agreement;

Force Majeure Event means an event which is beyond the reasonable control of the affected Party, including but not limited to: acts of God, war or military operations, terrorist acts, strikes, earthquake, flood, embargo or requisition (acts of government), inherent risks of the internet (internet downtime, data corruption, e-mail or system infection, malicious code, computer crime, etc.), power outs, contamination, health emergencies, etc.;

Incident means an apparently suspicious, illegal and/or illicit act (as determined by the Service Provider in its sole discretion);

Intellectual Property Rights means any and all: (i) copyrights, trademarks, service marks, brand names, know-how, design patterns and patents; (ii) rights relating to innovations, know-how, trade secrets, personal rights; and (iii) any other legally protected industrial, proprietary and intellectual property related rights anywhere in the world, and all renewals and extensions thereof, regardless of whether or not such rights have been registered;

Law Enforcement Agency means the law enforcement organization designated by the Client in the Services Agreement, provided that such law enforcement organization is a municipal, county, state or federal governmental agency or body legally authorized and empowered to enforce the law, protect the lives, liberty and possessions of citizens and prevent crime and civil disorder;

Loss means losses, costs, damages, expenses (including reasonable legal fees), taxes, penalties, charges, fines, liabilities, or amounts paid in settlement, directly incurred under the Agreement;

Notices means any and all written notices, requests, claims and other communications required or permitted to be made or given under the Agreement;

Onboarding Form means a document as an Annex to the Agreement which includes all information which are essential to the technical onboarding of the Cameras in the computerized surveillance system of the Watch Center Service Provider and for the Commencement of the Services as well as the respective contact details of the involved parties and the detailed client alarm protocol designated by the Client.

Parties mean the Client and Service Provider who have entered into and are parties to the Agreement;

Payment Term means the payment term established pursuant to the Agreement;

Rapid Response Service Provider means the Service Provider or a third party, which provides on-site security duties and inspections to Client using live security personnel;

Services means the watch center service and the alarm monitor service – with or without the rapid response services – provided either by the Service Provider or any of its employees, agents or contractors under the Agreement;

Services Agreement means the Swissguard USA LLC Client Services Agreement in effect between the Service Provider and the Client for the Services, as it may be amended.

Service Provider means Swissguard;

Suspicious activity may refer to any incident, event, individual, or activity that appears suspicious in certain aspects or out of place or which gives the appearance of a potential crime or danger.

Swissguard means Swissguard USA LLC, a Delaware limited liability company with a place of business in several states in throughout the United States of America;

Watch Center Service Provider means the Service Provider or third party that observes the Camera video feeds in order to detect Incidents;

Written Notice means a notice from one Party to another Party that is transmitted to the other Party in writing or other documentary or graphic format by e-mail, fax, postal letter or personal delivery in compliance with the Agreement.

2. Rights and obligations of the Service Provider and the Description of the Services

I. General

2.1. The Service Provider shall provide the Services 24/7 or 12/7, in accordance with and subject to the Services Agreement.

2.2. The Client shall provide the Service Provider with uninterrupted, 24/7 access to the Camera video feeds transmitted by the Client to the Service Provider and to all technical data needed to set up the CCTV system devices for purposes of the Services. The Client shall be responsible for storing transmitted video feeds for not less than 30 calendar days after such video feeds had been transmitted to the Service Provider. Nevertheless, the Service Provider may (but is not required to) record and retain the transmitted video feed for up to 3 hours after transmission if the Service Provider elects to do so in its sole discretion, and thereafter as necessary or appropriate for the Service Provider's enforcement of the Services Agreement or resolution of any dispute, claim or litigation involving any Party relating to the Services or Agreement. The Client hereby consents to such storage by the Service Provider.

2.3. The Service Provider may record and retain the recordings of any and all phone calls, emails and other written or electronic communications delivered to or received from the Client, the Watch Center Service Provider, the Alarm Monitor Service Provider and/or the Rapid Response Service Provider or the Law Enforcement Agency.

2.4. The Service Provider shall perform all Services for the Client using Service Provider's existing technology, tools and software, unless the Parties expressly agree otherwise in writing. Service Provided shall employ commercially reasonable efforts to update and maintain the Service Provider's technology, tools and software used to perform the Services for Client.

2.5. The Client is responsible for ensuring a sufficient internet bandwidth with at least 2MB/sec/camera uploading capacity which is a minimum requirement for proper service providing by the Service Provider.

2.6. The Service Provider maintains a professional liability insurance policy throughout the term of the Services Agreement.

2.7. Swissguard is entitled to use artificial intelligence for purposes including performance and assessment of the Services, quality assurance and development.

2.8. With respect to the sophisticated technicalities of the Services, the Service Provider reserves the right that the Services might be disrupted due to technical reasons. In such case, the Service Provider takes best efforts to remedy the technical failure with commercially reasonable efforts within the shortest time possible.

II. Watch Center Service Protocol

2.9 The Watch Center Service Provider shall make notifications in accordance with the Alarm Monitor Service Protocol if – during the provision of the Services – it observes an Incident via Camera video feeds transmitted by the Client.

2.10 If the Watch Center Service Provider observes an Incident via Active camera video feeds transmitted by the Client, the Watch Center Service Provider shall assess the threat level. It may switch on the Passive cameras for thorough overview of the Incident and may decide (in its sole discretion) to contact the Alarm Monitor Service Provider. Any such Incident notification shall be sent by the Watch Center Service Provider to the Alarm Monitor Service Provider within not more than 3 minutes after the Watch Center Service Provider observes the Incident. Client acknowledges that Suspicious Activity is a relative term which cannot be judged black and white, but the best practice rules may be applied.

2.11 In case of power outage, internet connection and upload speed uncertainty or failure, Force Majeure Event or other similar event affecting the Client's systems, surroundings or environment which prevents or hinders the transmission or observation of the Camera video feeds by the Watch Center Service Provider, the Watch Center Service Provider may assess the potential that an Incident has occurred based upon the last few minutes of Camera video feeds that the Watch Center Service Provider actually received. If transmission of the Camera video feeds does not resume within the "Black Screen waiting time" period specified in the Services Agreement (or, if no such period is specified, then within 10 minutes), then the Watch Center Service Provider – based upon the last few minutes of Camera video feeds that the Watch Center Service Provider actually received – shall contact the Alarm Monitor Service Provider.

2.12 The Client acknowledges and agrees that: (a) the Watch Center Service Provider provides the Services on a best effort basis – especially, but not exclusively the detection and qualification of Suspicious Activity - and is not required to provide notification of each and every Incident; and, (b) may on occasion deliver false notifications and/or alarms unintentionally and in good faith. Accordingly, the Service Provider shall not be liable for any failed, reasonably delayed, false, or improper notification.

III. Alarm Monitor Service Protocol

2.13. If the Watch Center Service Provider observes an Incident via Camera video feed transmitted by the Client, the Watch Center Service Provider notifies the Alarm Monitor Service Provider in accordance with Section 2.9, above.

2.14. Upon receipt of the notification from the Watch Center Service Provider, Alarm Monitor Service Provider will be solely responsible for contacting the Client, the Law Enforcement Agency or Rapid Response Service Provider designated by the Client and neither the Service Provider nor Watch Center Service Provider will have any responsibility for providing such notification to the Law Enforcement Agency, or for any failure or delay by the Law Enforcement Agency in responding to such notification.

2.15. The Client acknowledges and agrees that the Watch Center Service Provider may provide notification to the Alarm Monitor Service Provider via a computerized system using alarm codes established by the Watch Center Service Provider or Service Provider, and that such alarm codes may be changed and/or amended unilaterally by the Watch Center Service Provider and/or the Service Provider.

2.16. Any phone or email response or report regarding the Incident provided either by the Law Enforcement Agency or the Rapid Response Service Provider shall be recorded and may be (but not required to) sent to the Client via email.

2.17. The Client acknowledges and agrees that: (a) the Alarm Monitor Service Provider provides the Services on a best effort basis – especially, but not exclusively the detection and qualification of Suspicious Activity - and is not required to provide notification of each and every Incident; and (b) may on occasion deliver false notifications and/or alarms unintentionally and in good faith. Accordingly, the Alarm Monitor Service Provider shall not be liable for any failed, reasonably delayed, false, or improper notification.

IV. Rapid Response Protocol

2.18. Upon receipt of an Incident notification, the Alarm Monitor Service Provider promptly notifies the Rapid Response Service Provider and requests its assistance if requested by the Client. Rapid Response Service Provider and the related alarm protocol must be properly indicated on the Onboarding Form.

2.19. The Rapid Response Service Provider will send out human security personnel (either a single or two-person unit) to the Incident location to observe the exterior of that location and assess the situation. Unless otherwise expressly agreed between the Client and the Rapid Response Service Provider, the Rapid Response Service Provider will not enter the interior of any Client site or premises. unless otherwise specified by the Client on the Onboarding Form.

2.20. After observing and assessing the Incident location in accordance with Section 2.17, above, the Rapid Response Service Provider shall reasonably promptly report to the Alarm Monitor Service Provider. The Rapid Response Service Provider is not expected, and will not be obliged, to use any force to prevent, hinder, delay, mitigate or record any actual or potential crime, damage, illicit act or other similar occurrence; rather, if any such occurrence is observed or suspected, then the Rapid Response Service Provider's sole responsibility shall be to contact a Law

Enforcement Agency that the Rapid Response Service Provider reasonably believes to have jurisdiction at the Incident location.

2.21. The Client acknowledges and agrees that: (a) the Rapid Response Service Provider provides the Services on a best effort basis; and (b) may on occasion incorrectly assess an Incident or make incorrect or false reports or Law Enforcement Agency contacts unintentionally and in good faith. Accordingly, the Rapid Response Service Provider shall not be liable for improperly assessing the situation at any Incident location.

3. Rights and obligations of the Client

3.1. The Client shall be solely responsible for compliance with any and all Applicable Law with respect to the Cameras and the monitoring, recording and storage of Camera video feeds for purposes of the Services, including among other things Applicable Law with respect to privacy, surveillance, information security and interception of communications.

3.2. Before providing the Services by the Service Provider, the Client must submit the completed and firmly signed Onboarding Form, which is an Annex to the Services Agreement.

3.3. The Client shall mark all locations that are subject to observation by and recording by the Camera(s), with signs that conform to Applicable Law, declare “video surveillance” and bear the branding indicated in Schedule 1 of this GTC; such markings may be supplemented with additional signs or markings that are not inconsistent with the foregoing marking requirements, in Client’s discretion. The Client shall be solely responsible for notifying, training, and obtaining the consent of its employees, agents, contractors, guests, invitees in compliance with Applicable Law with respect to the Camera(s) and the monitoring, recording and storage of video feeds from such Camera(s) for purposes of the Services.

3.4. The Client is solely responsible for determining and / or setting the positions, placement, and orientation of the Camera(s), and for all actions, inactions and decisions with respect to Client’s or its employees’, agents’ or contractors’ business, human resources, employment, security and/or legal matters made or undertaken wholly or partially in reliance upon the Services.

3.5. The Client is solely responsible for receiving, answering, and responding to any and all phone or other notifications given to any Client phone number or email address listed in the Services Agreement as well as in the Onboarding Form pursuant to the Agreement.

3.6. The Client is solely responsible for maintaining the Camera systems, Camera system infrastructure, utilities, and environment at its location(s) as necessary or appropriate to enable or facilitate the Services. In particular but without limitation of the foregoing, the Client shall provide uninterrupted electrical power to the Camera(s), proper functioning internet connection(s), and lighting for any Cameras that do not have adequate night vision capability. The Client shall employ commercially reasonable efforts to update and maintain the Client’s technology, tools and software as necessary or appropriate to enable or facilitate the Services. The Service Provider shall have no liability for any failure or breach of or delay or defect in the Services wholly or partially resulting from Client’s failure to satisfy its obligations set forth in this Section.

3.7. The Client is responsible for ensuring a sufficient internet bandwidth with at least 2MB/sec /camera uploading capacity which is a minimum requirement for proper Services providing by the Service Provider.

3.8. The Client is considered as the sole owner of any and all stored and/or recorded Camera video feeds and shall store and record such Camera video feeds in accordance with Applicable Law. The Client shall be solely responsible for providing any Camera or other video recordings or images to any Law Enforcement Agency in case of need.

3.9. The Client is at its sole expense provide the Service Provider with uninterrupted 24/7 access to: (a) the Camera video feeds; and (b) the stored Camera video for at least 30 calendar days after the date when the Camera video was originally taken, or such longer period as may be required pursuant to Section 2.2, above. Client shall notify the Service Provider by email not less than 72 hours prior to any installation or maintenance work which may result in Camera video feed downtime or otherwise interrupt or interfere with the Camera video feeds; the email notification shall contain the start time and the expected length of the anticipated downtime. The Client shall be solely responsible for any costs, Expenses or Losses resulting from any such downtime, interruption of or interference with the Camera Video Feeds or Client's failure or delay in notifying Service Provider thereof in accordance with this Section.

3.10. The Client must at its sole expense store the Camera video feeds for not less than 30 calendar days and be responsible for maintaining the storage archive (which may be either within the Client's premises or in the cloud). If the Client elects to store any Camera video feeds in the cloud, it acknowledges and consents that such storage might be outside of the territory of the USA, EU and/or Switzerland.

3.11. If the Service Provider determines, in its reasonable discretion, that it requires any data, information, documents or records from the Client in order to perform the Services, the Service Provider will notify the Client of that requirement and the Client will provide the necessary data, information, documents or records within not greater than 3 business days. The Client will provide the necessary data, information, documents, or records to the Service Provider in a manner allowing them to be identified, and by providing them to Service Provider the Client will be deemed to have certified the accuracy of their contents. The Client will be solely responsible for any costs, Expenses or Losses resulting from Client's breach, failure, or delay in satisfying its obligations arising pursuant to this this Section 3.9.

3.12. The Client shall be solely responsible for having and maintaining a fully-fledged insurance contract with sufficient insurance coverage during the term of the Services Agreement.

4. Contractors

4.1. The Service Provider will be entitled to utilize contractors (including subcontractors) in performing the Services and its other duties arising pursuant to this Agreement, provided however that the Service Provider shall remain obligated to perform the Services and such other duties notwithstanding its employment of any such contractor. The Client will be solely responsible for performing its duties arising pursuant to the Services Agreement, and for any costs, Expenses or Losses resulting from any breach, failure, or delay in the performance of such duties, notwithstanding the Client's utilization of any contractor in connection with the performance of such duties.

4.2. The Client will look solely to the Service Provider, and not to any of the Service Provider's contractors, for performance of the Services and the Service Provider's other duties arising pursuant to the Services Agreement. The Client will not have or establish any contractual, legal,

business, or other relationship with any such contractor with respect to the Services. The Client will issue notices and other communications required, permitted or in connection with this Agreement or the Services solely to the Service Provider rather than any of the Service Provider's contractors.

4.3. During the term of this Agreement and the period concluding 12 months after the termination of such term for any reason, the Client shall not - for purposes of procuring the performance of or receiving any service or function substantially similar to any of the Services - enter into any contract, contractual or business relationship with any employee or agent or contractor employed or utilized by the Service Provider in the performance of the Services unless the Client proves that it could not reasonably have been aware of such employment or utilization of the employee, agent or contractor by the Service Provider and that the Client's entry into such relationship with the contractor was in good faith with respect to the Contractor's obligations under this Section. In the event that the Client breaches its obligation arising pursuant to this Section, the Service Provider shall be entitled to recover from the Client an amount equivalent to the total wages, fees and/or other compensation paid by the Service Provider to such employee, agent or contractor during the most recent year in which the Service Provider so employed or utilized such employee, agent or contractor, which amount shall be due from the Client to the Service Provider immediately in one lump sum upon such breach. The Client acknowledges and agrees that such its obligation to pay such amount constitutes liquidated damages rather than a penalty, that such amount is reasonable by reason of the time and expenses invested by the Service Provider in establishing its relationships with its employees, agents or contractors, the knowledge of the Services and the Service Provider's business that such employees, agents or contractors will have acquired by virtue of their relationships with the Service Provider, and the competitiveness of the Service Provider's business and represents a fair assessment, in good faith, of the losses and damages likely to be suffered by the Service Provider in the event of the Client's breach of its obligation arising pursuant to this Section, which damages are otherwise too complex, difficult or impracticable to determine.

5. Fee

5.1. As consideration for its performance of the Services and other duties arising pursuant to the Services Agreement, the Service Provider will be entitled to receive, and the Client will be obligated to pay to the Service Provider, the Fees specified in the Services Agreement.

5.2. In addition to the Fees, the Service Provider will also be entitled to the reimbursement by the Client of the Service Provider's Expenses.

5.3. Any work or services provided by the Service Provider that are outside of the scope of the Services will be chargeable at fees that will be agreed between the Service Provider and the Client or, in the absence of any such agreement, at the Service Provider's customary rate(s) then in effect.

5.4. All amount payable under the Agreement, including Fees and Expenses, will be made free and clear of any deduction or withholding on account of VAT and/or other taxes, commissions, clearing charges, payment charges imposed by intermediate banks, etc., all of which such costs and expenses are to be borne by Client (with the exception of those taxes and duties assessed

upon the Service Provider's income or which are – by law – to be borne by the Service Provider, if applicable).

5.5. The Service Provider will invoice Fees monthly in advance – unless parties agree differently - not later than the 25th day of the preceding month; invoices are payable by the Client not later than 8 calendar days after the invoice date via bank transfer, as more fully set forth in the current GTC. The Client consents to receive invoices from the Service Provider via e-mail.

5.6. The Client shall review the Service Provider's invoices and give the Service Provider Written Notice of any dispute with respect to such invoices, within three (3) working days. If the Client does not provide such timely Written Notice of a dispute, the invoice in question will be deemed to have been accepted by the Client. If the Client provides such timely Written Notice, the Client will nevertheless remain obligated to pay all invoiced amounts that have not been so disputed in good faith, in the time and manner set forth in Section 5.5, above

5.7. The Client's failure timely to pay any invoiced amount due from it in accordance with Sections 5.5-.6, above shall constitute a material breach of the Agreement. In the event of such a material breach in payment that continues for 5 days or longer, the Service Provider shall be entitled to suspend performance of the Services immediately. In the event of such a material breach in payment that continues for 30 days or longer, the Service Provider may at its election immediately terminate the Agreement without notice of such termination to the Client. The Service Provider will not be liable to the Client for any claims, penalties, damages, or Losses resulting from any suspension, termination, or delay in the Services pursuant to this Section.

5.8. All payments made by bank transfer shall be deemed to have been made on the date when the total amount of the transfer is credited to the Service Provider's bank account by the Service Provider's bank.

5.9. Fees shall not be subject to any set-off by the Client.

5.10. In the event that the Client desires to change the number of Cameras under Services of the Service Provider, then it shall officially notify Service Provider asking for the modification of the Services Agreement and its appendixes accordingly. Service Provider is responsible for the preparation of the modified Services Agreement. Commencement of such modified Services is subject to legally perfected documentation of such modifications.

5.11. All Fees, Expenses and other amounts invoiced to the Client and not timely paid in accordance with Sections 5.5-.6, above, shall accrue interest compounding monthly at a rate equal to the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the highest rate permitted pursuant to Applicable Law. Service Provider shall have the right to engage the services of a debt collection agency to collect any and all amounts described above, plus collection costs and attorney's fees. Service Provider shall be permitted to sell the Client's debt obligations described in this Paragraph to a third party.

6. Termination of the Agreement

6.1. This Agreement may be terminated as follows:

(a) by Written Notice from either the Client or the Service Provider to the other Party, delivered to such other Party in person or via email or certified mail with a return receipt and stating the intended termination date, which termination date shall not be earlier than 60 calendar days following the delivery of such Written Notice.

(b) by Written Notice from either the Client or the Service Provider to the other Party, delivered to such other Party in person or via email or certified mail with a return receipt and stating the basis for the termination, in the event of any of the following with respect to such other Party:

(i) the dissolution, liquidation, bankruptcy, winding up or cessation of business of such other Party;

(ii) judicial assignment of an administrator, receiver, liquidator or financial trustee for such other Party;

(iii) any event with respect to such other Party that is functionally or legally analogous to any of the events described in Sections 6.1.(b)(i)-(ii), above;

(iv) such other Party's dishonesty, fraud, criminal conviction or making of any willful misrepresentation that is material to such other Party's business;

(v) such other Party's breach of a material duty or obligation on its part arising pursuant to the Agreement, and – if applicable – failure to cure such breach within the time permitted under the Agreement (if any);

(vi) such other Party's failure or inability to perform a material duty or obligation on its part arising pursuant to this Agreement on account of a Force Majeure Event, which failure or inability persists for more than 30 (thirty) calendar days;

(c) by the Service Provider in accordance with Section 5.7, above; or,

(d) by the Client's delivery of a Written Notice of rejection in accordance with Section 11.3, below.

6.2. In the event of a termination of the Agreement for any reason, the Service Provider shall invoice the Client for any Fees, Expenses, and other amounts due to the Service Provider from the Client pursuant to the Services Agreement and the Client shall pay such Fees, Expenses and Amounts in accordance with Sections 5.5-.6, above.

6.3. Neither Party shall be relieved of any of its obligations incurred prior to any expiration or termination of the Services Agreement, and each Party will have any and all rights and remedies available to it at law or equity.

6.4. Unless otherwise agreed or provided in the Services Agreement, during the period between any Written Notice of termination given in accordance with Section 6.1, above and the effective termination date, the Service Provider shall continue to perform the Service and its other duties arising pursuant to the Services Agreement but shall terminate its performance thereof upon the effective termination date. Any additional work performed by the Service Provider in connection with the termination, including supplying documents or services other than the Services, shall be chargeable to the Client in accordance with Section 5.3, above.

7. Confidentiality

7.1. A Party (the "Receiver") who receives Confidential Information of the other Party (the "Discloser") in connection with or pursuant to this Agreement may use such Confidential Information only for purposes of this Agreement, and disclose such Confidential Information only to those of the Receiver's employees, agents and contractors who have a legitimate need to know such Confidential Information for such purposes and are legally bound to maintain its confidentiality, or as otherwise required by Applicable Law. The Receiver shall employ the same degree of care in preventing the disclosure or misuse of Confidential Information as the Receiver uses for its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Where in doubt or necessary for the Receiver's compliance or other purposes, the Receiver shall promptly notify the Discloser and provide a reasonable opportunity and period of time for the Discloser to object or seek to limit disclosure of Confidential Information. In the event of service upon the Receiver of any subpoena, request for production or other legal process seeking the disclosure of any Confidential Information, the Receiver shall give prompt Written Notice to the Discloser of such service and provide a reasonable opportunity and period of time for the Discloser to object to or seek the limitation of such disclosure. The Receiver's obligations with respect to Confidential Information arising pursuant to this Part 7 shall survive any termination of the Agreement for any reason.
Notwithstanding any other provision of this Agreement, Client agrees and consents that:

(a) Swissguard may freely – and without consideration disclose to and share with each other any information, documents, or video, including any Confidential Information; and,

(b) Swissguard may freely and without consideration use recorded Camera video for training, marketing, and statistical purposes provided that such recorded Camera video after it has been anonymized such that it does not disclose the identity or location of the Client. Any such anonymized Camera video shall be deemed to be the sole property of Swissguard.

7.2. The Receiver shall, insofar as reasonably practicable, comply with a Written Notice from the Discloser requesting that the recipient Party: (i) destroy the Discloser's Confidential Information and any copies or excerpts thereof; and (ii) expunge the Discloser's Confidential Information from any computer, network or other similar electronic device or system into which such Confidential Information was programmed, provided that such obligation shall not extend to any notes, analyses, memoranda, minutes or other internal corporate documents, prepared by the Receiver or on behalf of the Receiver or by any of the authorized recipients which are based on, derived from, contain or otherwise make reference to the Confidential Information.

7.3. The Receiver shall be permitted to retain all or any portion of the Confidential Information in accordance with the confidentiality obligations specified herein, to the extent required by Applicable Law or the Receiver's internal retention requirements. The Receiver shall be entitled to retain copies of any computer records and files containing Confidential Information which have been created pursuant to automatic electronic archiving and back-up procedures and which are not immediately and readily retrievable.

7.4. Confidential Information will remain the exclusive property of the Discloser with the exceptions stipulated in Section 7.1, above.

8. Liability

8.1. Nothing in the Services Agreement shall exclude or limit:

- a Party's liability for direct Loss on account of such Party's fraud, fraudulent misrepresentation or willful misconduct;
- any indemnity obligation of a Party arising pursuant to Part 9 of the GTC;
- a Party's liability for any direct Loss that cannot be limited, excluded, or waived under Applicable Law; and
- the Client's obligation to pay Fees and Expenses due pursuant to the Services Agreement.

8.2. Except as expressly set forth to the contrary in the Services Agreement, no Party shall be responsible for the loss of goodwill or any transaction, contract, revenue or profit or data (whether or not such loss is deemed to be a direct loss) or any consequential, special, indirect, punitive or exemplary loss, damage or expense, irrespective of whether the Party was informed or aware of such potential loss or consequences.

8.3. Except as expressly set forth to the contrary in the Services Agreement, the Parties' respective obligations and liabilities arising pursuant to the Services Agreement shall run solely between – and be enforceable solely against – the Parties and may not be enforced against any of the Parties' shareholders, members, directors, officers, employees, agents, or contractors.

8.4. Any Service Provider's liability to the Client arising pursuant to the Services Agreement shall be limited to the Client's proven direct damages not exceeding the amount of Fees paid or payable by Client to Service Provider during the three (3) months preceding the events giving rise to such liability.

8.5. In the event that the Service Provider is liable to the Client based on the Services Agreement in connection with the Services or a damage which was caused also by other parties, the Service Provider's liability shall be limited to the ratio of its responsibility for such damage (not including the sub-contractors, contractors or employees of the Service Provider involved in the performance of the Services). The Service Provider excludes any joint and several liability with such third parties insofar as possible under Applicable Law Liability of the Service Provider shall be based on the Agreement and shall be without prejudice to any exclusions or limitations applied by such third parties, their availability, liquidity, claim enforceability or else.

8.6. The Client acknowledges and agrees that the limitations of liability arising from the Services Agreement, and included in Sections 8.4-8.5, above, are reasonable in consideration of the GTC, including in particular the amount of the Fees.

8.7. The Client shall give the Service Provider immediate Written Notice of any claim, Loss or event in connection with which the Client alleges that the Service Provider may be liable to the Client, which Written Notice shall detail the bases for the Service Provider's alleged liability and all material facts with respect thereto, and shall be deemed to have waived any resulting or associated claim against the Service Provider unless such Written Notice is given not later than three (3) months after the time when the Client first became aware or reasonably should have become aware of such claim, Loss or event. The Client acknowledges and agrees that such immediate Written Notice is necessary for purposes including among other things the Service

Provider's investigation of, potential defense against and pursuit and/or recovery of potential insurance coverage, contribution, or indemnification with respect to any such claim.

8.8. The Client shall be solely responsible for its own legal fees incurred in connection with any claim arising pursuant to the Services Agreement.

8.9. The Service Provider shall have sole discretion with respect to the pursuit of any insurance claim or recovery with respect to any claim or Loss relating to the Services or the Services Agreement.

8.10. In the event of any Loss suffered or incurred in connection with the Services or the Services Agreement, the Client shall be obligated to: (a) mitigate its Losses and damages primarily from its insurance coverage pursuant to Section 3.12.; and, (b) pursue all possible legal remedies against any third party who may be liable to the Client in connection therewith, providing the Service Provider with Written Notice of all related legal proceedings (including any appeal(s)) and permitting the Service Provider to participate therein in the Service Provider's sole discretion. The Service Provider shall have no liability to the Client in connection with such Loss insofar as the Client fails to satisfy its duties arising pursuant to this Section 8.8.

8.11. No Party shall be liable for any delay or failure in performance of such Party's duties arising pursuant to the Services Agreement resulting from a Force Majeure Event, provided that such Party: (a) gives the other Party prompt Written Notice of such Force Majeure Event; and (b) exercises commercially reasonable efforts to mitigate such delay or failure in performance.

8.12. With the sole exception of an action or proceeding to seek injunctive or other equitable relief in accordance with Section 11.6, below, any dispute or claim arising between the Parties with respect to this Agreement or the Services shall be submitted to binding arbitration by three arbitrators on the roster of the American Arbitration Association, to be conducted in the State of Delaware and determined and resolved in accordance with the Commercial Arbitration Rules and procedures of said American Arbitration Association in effect at the time of submission, and the Parties hereby agree to submit to and share equally in the costs of said arbitration. The final arbitration decision shall be enforceable solely through the courts of the State of Delaware in accordance with Section 8.13, below.

8.13. In the event that the arbitration provisions in Section 8.12, above, are held unenforceable by any court of competent jurisdiction, or of an action or proceeding to enforce a final arbitration decision rendered in accordance with such arbitration provisions or to seek injunctive or other equitable relief in accordance with Section 11.6, below, then the Parties, for themselves, their successors and assigns, do hereby knowingly, voluntarily, mutually and irrevocably waive any and all rights to a trial by jury in any action or proceeding based upon, arising under or related to the Agreement or the Services, agree that any such action or proceeding shall be heard before any State Court in the State of Delaware or a District Judge of the Unites States District Court for the District of Delaware, sitting in Wilmington, Delaware, consent to subject themselves to the personal and subject matter jurisdiction of such courts, and waive, to the fullest extent permitted by applicable law, any objection to the laying of venue in such courts of any such action or proceeding and any claim that any such action or proceeding has been brought in an inconvenient forum.

9. Intellectual Property Rights

9.1. All Intellectual Property Rights of a Party existing prior to the Effective Date shall remain the exclusive property of that Party. Neither the Agreement nor any disclosure made under the Agreement shall be deemed to have assigned, transferred, or granted any claims or rights to the other Party or Parties with respect to such preexisting Intellectual Property Rights.

9.2. All Intellectual Property Rights relating to the Services, and to any data managed with the Service Provider's software, tools or technology and the rules and methodology of storing data shall be held by the Service Provider or its Affiliate(s) or licensor(s), as applicable.

9.3. The Service Provider, and its employees, agents and contracts who perform Services, may perform similar or comparable services and functions for third parties, and may use Intellectual Property Rights, know how, ideas, expressions, skills, and experience acquired by them before and while rendering the Services to perform such services and functions for third parties.

10. Data Protection

10.1. In the course of the Services provided by the Service Provider personal data are processed in relation to which the Service Provider is the processor, and the Client is the controller.

10.2. The Service Provider shall proceed only based on the Client's written instructions during its processing activity.

10.3. The Service Provider shall use the received personal data during its processing activity and will not process them for its own purposes.

10.4. During the entire period of processing, the Service Provider shall keep all personal data until the purpose of processing, or the processing performed by the Service Provider for the Client is terminated. If the Service Provider received a request from the data subject for the erasure or rectification of the data of the data subject, it shall immediately inform the Client and then shall take all measures relating to the erasure and rectification in compliance with the Client's instructions.

10.5. The Client shall ensure that the Service Provider cannot even accidentally obtain personal data that are not required for the performance of the Services Agreement and for the processing or control of which the Service Provider is not entitled under the Services Agreement. The Client is responsible for all damages that occur at the Service Provider as a result of the failure of the performance of the Client's obligation under this Section.

10.6. During its processing activities, the Service Provider shall make sure that the individuals authorized to have access to the personal data of the data subjects undertake confidentiality regarding the personal data disclosed to them.

10.7. The Service Provider shall secure the data and take all technical and organizational measures and put in place procedural rules with which the requirements of data security can be achieved. The Service Provider shall make available to the Client all information and documents that are required to certify the performance of the Client's obligations relating to the processing of personal data and specified by law and which allows and assists the audits performed by the Client or any other auditor contracted by the Client, also including on-site audits.

10.8. The Service Provider shall implement adequate safeguards and appropriate technical and organizational measures to protect personal data, as well as develops adequate procedural rules to enforce the requirements of data security. The Service Provider records data in compliance

with the applicable laws and regulations, ensuring that they can only be accessed by employees and other persons proceeding in the Service Provider's interest who need them to perform their job and tasks.

10.9. During its activities as controller, the Client is obliged to inform the natural person data subjects of the name and address of the Service Provider as processor and its processing activity as well as of the names of parties who receive transferred data and the purpose of such data transfer. The Client shall obtain the data subject's consent for processing when it is required by law. The Client is responsible for the lawfulness of the data processing operations.

10.10. If the processing of personal data is also involved in the activities of the contractor, then the Service Provider may only utilize the contractor based on a written ad hoc or general authorization of the Client, granted in advance. In the case of general written authorization, the Service Provider shall inform the Client of any intended changes concerning the addition or replacement of other contractors, thereby giving the Client the opportunity to object to such changes.

11. Miscellaneous

11.1. Swissguard may use, list, and display the Client's name and any of its logos in connection with its business references during the term of the Services Agreement, and the Client hereby grants Swissguard a limited license for such use, listing and display. Client agrees that Swissguard may - without consideration - use information obtained from, or Services provided to the Client and release such in completely anonymized form for purposes including case study so long as such study incorporates information in such way that it does not disclose the identity or location of the Client.

11.2. Neither Party may assign, transfer, grant, sell or otherwise convey any of its rights arising pursuant to the Services Agreement without the prior written consent of the other Party. The Service Provider is entitled to transfer the Services Agreement to its Affiliates. The Service Provider shall have the right to transfer or assign its claims arising from the Services Agreement to third parties.

11.3. This GTC may be amended unilaterally by the Service Provider, provided that the Service Provider shall give the Client Written Notice of any such amendment or publish the modified GTC on the Service Provider's official website (www.swissguardusa.com) not less than 7 calendar days before such amendment becomes effective. In the event of any such amendment, the Client may – within 3 business days after delivery of such Written Notice of amendment or the publication of the modified GTC – give the Service Provider Written Notice of the Client's rejection of such Amendment, in which event the Services Agreement shall terminate immediately upon delivery of such Written Notice of Rejection.

11.4. The Service Provider is an independent contractor. The Services Agreement cannot be interpreted as any joint venture, partnership or official economic association created by the Parties. The Service Provider shall have no power or authority to bind, obligate or contract for the Client or any Affiliate, nor shall the Service Provider represent that Service Provider has such power or authority.

11.5. The failure or delay of a Party in asserting or enforcing any of its rights arising under the Agreement shall not be deemed to constitute a waiver of that Party's right to enforce any right or claim.

11.6. The Client acknowledges and agrees that the Service Provider and/or its customers, employees, agents or contractors will be immediately and irreparably harmed by the Client's breach of any provision of Part 7, 9 and/or 10, above, for which harm monetary damages would be inadequate relief; accordingly, upon a showing by the Service Provider of any actual or threatened breach of any such provision by the Client, the Service Provider shall be entitled to injunctive and other equitable relief (e.g., specific performance) in accordance with Applicable Law – without the necessity of proving monetary damages or posting a bond or other security – to prevent or cure any such actual or threatened breach, in addition to any and all other rights and remedies available to the Service Provider. The foregoing provisions of this Section are without prejudice to, and shall in no way impair or limit, any other legal or equitable right or remedy, including monetary damages, that the Service Provider would otherwise have under or with regard to the Services Agreement.

11.7. Except as expressly provided to the contrary in the Services Agreement, the Services Agreement supersedes all prior oral or written understandings and representations between the Parties, including any request for proposal and proposal, unless such understandings and representations are incorporated by reference in the Services Agreement, and constitutes the entire agreement between the Parties with respect to its subject matter.

11.8. If, at any time, any provision of or appendix to the Services Agreement or GTC is or becomes illegal, invalid or unenforceable in full or in part in any respect under Applicable Law, it shall not affect the lawfulness, effect and enforceability of any other provision of or appendix to the Agreement, all of which other provisions and appendices shall remain in full force and effect to be read and construed as if the illegal, invalid or unenforceable provision or appendix were deleted. The invalid provision or appendix shall be replaced by a valid one which achieves to the extent possible the original purpose, intent and commercial goal of the invalid provision or appendix.

11.9 Any provision of the Services Agreement or GTC that is expressly or impliedly intended to remain in effect after the termination or expiration of the Services Agreement shall survive and continue to be enforceable notwithstanding any such termination or expiration. In particular, but without limitation of the foregoing, the provisions of Parts 6, 7, 8, 9, 10, 11 and 12 of these GTC shall survive and continue to be enforceable any such termination or expiration.

11.10 Interpretation. The headings preceding the text of the parts, sections and subsections of the Services Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of the Services Agreement. The singular number shall include the plural, and vice versa. Any use of the word "including" will be interpreted to mean "including, but not limited to," unless otherwise indicated. All references to dollars (including via the symbol "$") shall refer to the currency United States dollars. References to any person (including the Parties and any other entities referred to) shall be construed to mean such person and its successors in interest and permitted assigns, as applicable.

11.11 Governing Law, Venue. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the conflicts of law provisions thereof.

Schedule 1
Template of the “video surveillance” sign with branding