

TERMS OF SERVICE

These Terms of Service (“**Agreement**”), is entered into by and between Safe Set, LLC, a California limited liability company (“**Safe Set**”), and the company or individual set forth in the Order Confirmation (as hereafter defined) (“**Customer**”). In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Applicability.**
 - a. The terms and conditions of this Agreement are the only terms that govern the provision of Services (as hereafter defined) by Safe Set to Customer.
 - b. The accompanying order confirmation (the “**Order Confirmation**”) and Agreement comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between this Agreement and the Order Confirmation, this Agreement shall govern, unless the Order Confirmation expressly states that the terms and conditions of the Order Confirmation shall control.
 - c. This Agreement prevails over any of Customer’s general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. The provision of services to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend this Agreement.
2. **Services.** Safe Set shall provide the services to Customer as described in the Order Confirmation (the “**Services**”) in accordance with this Agreement.
3. **Performance Dates.** Safe Set shall use reasonable efforts to meet any performance dates specified in the Order Confirmation, and any such dates shall be estimates only.
4. **Customer’s Obligations.** Customer shall:
 - a. cooperate with Safe Set in all matters relating to the Services and provide such access to Customer’s premises, and such accommodation and other facilities as may reasonably be requested by Safe Set, for the purposes of performing the Services;
 - b. respond promptly to any Safe Set request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Safe Set to perform Services;
 - c. provide such Customer materials or information as Safe Set may request and Customer considers reasonably necessary to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and
 - d. obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
5. **Customer’s Acts or Omissions.** If Safe Set’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Safe Set shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.
6. **Change Orders.**

- a. If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Safe Set shall, within a reasonable time after such request, provide a written estimate to Customer of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement.
 - b. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a “**Change Order**”). Neither party shall be bound by any Change Order unless mutually agreed in writing and the parties have signed the Change Order.
 - c. Notwithstanding Section 6(a) and Section 6(b), Safe Set may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Order Confirmation.
 - d. Safe Set may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Order Confirmation.
7. **Fees and Expenses; Payment Terms; Interest on Late Payments.**
 - a. In consideration of the provision of the Services by Safe Set and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Order Confirmation.
 - b. Customer shall pay all invoiced amounts due to Safe Set upon completion of Service. Customer shall make all payments hereunder in US dollars by wire transfer, check or credit card.
 - c. In the event payments are not received by Safe Set within thirty (30) days after becoming due, Safe Set may: (i) charge interest on any such unpaid amounts at a rate of one percent (1%) per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (ii) suspend performance for all Services until payment has been made in full.
8. **Taxes.** Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.
9. **Intellectual Property.** Safe Set owns or has the rights to all intellectual property rights, including, without limitation, copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Safe Set in the course of performing the Services, including any items identified as such in the Order Confirmation.
10. **Confidential Information.**
 - a. All non-public, confidential or proprietary information of Safe Set, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, “**Confidential Information**”), disclosed by Safe Set to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether

or not marked, designated or otherwise identified as “confidential,” in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of Safe Set. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party.

- b. Customer agrees to use the Confidential Information only to make use of the Services.
- c. Safe Set shall be entitled to injunctive relief for any violation of this Section 10.

11. Representations and Warranties.

- a. Safe Set represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- b. Safe Set shall not be liable for a breach of the warranty set forth in Section 11(a) unless Customer gives written notice of the defective Services, reasonably described, to Safe Set within three (3) days of completion of Services.
- c. Subject to Section 11(b), Safe Set shall, in its sole discretion, either: (i) repair or re-perform such Services (or the defective part); or (ii) credit or refund the price of such Services at the pro rata contract rate.
- d. **THE REMEDIES SET FORTH IN SECTION 11(c) SHALL BE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND SAFE SET’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(a).**

12. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(a) ABOVE, SAFE SET MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; AND/OR (E) WARRANTY OF DURABILITY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

13. Limitation of Liability.

- a. **IN NO EVENT SHALL SAFE SET BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SAFE SET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- b. **IN NO EVENT SHALL SAFE SET’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO TIMES THE AGGREGATE AMOUNTS PAID**

OR PAYABLE TO SAFE SET PURSUANT TO THE APPLICABLE ORDER CONFIRMATION.

- c. The limitation of liability set forth in Section 13(b) above shall not apply to (i) liability resulting from Safe Set's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Safe Set's negligent acts or omissions.
14. **Mutual Indemnification.** Each party (the "**Indemnifying Party**") shall indemnify and defend the other party (the "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are awarded against Indemnified Party in a final non-appealable judgment or administrative proceeding (collectively, "**Losses**"), arising out of any third-party claim alleging (a) a material breach or non-fulfillment of any material representation, warranty, or covenant set forth in Section 11 by Indemnifying Party; or (b) any grossly negligent or more culpable act or omission of Indemnifying Party (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement. THIS SECTION MUTUAL INDEMNIFICATION SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF THE INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR THE INDEMNIFIED PARTY FOR ANY DAMAGES COVERED UNDER SECTION 14 MUTUAL INDEMNIFICATION).

Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 14. The Indemnified Party shall cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall immediately take control of the defense and investigation of such third party claim and shall employ counsel to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnified Party's failure to perform any obligations under this Section 14 will not relieve the Indemnifying Party of its obligations under this Section 14 except to the extent that the Indemnifying Party can demonstrate that it has been prejudiced as a result of such failure. The Indemnified Party may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

15. **Termination.** In addition to any remedies that may be provided under this Agreement, Safe Set may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:
- a. fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Customer's receipt of written notice of nonpayment;
 - b. has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
 - c. becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
16. **Waiver.** No waiver by Safe Set of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by each party. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof.
17. **Force Majeure.** The Safe Set shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from

acts or circumstances beyond the reasonable control of Safe Set 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, revolution, insurrection, epidemic or pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage[, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Customer shall be entitled to give notice in writing to Safe Set to terminate this Agreement.

18. **Assignment.** Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Safe Set. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
19. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
20. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
21. **Governing Law.** All matters arising out of or relating to this Agreement shall be exclusively governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.
22. **Arbitration.** Any dispute, conflict or controversy arising from or in connection with this Agreement shall be settled by arbitration to be entrusted to and administered by JAMS upon request of any of the parties in accordance with the JAMS Comprehensive Arbitration Rules & Procedures in effect at the time of the arbitration request (the "Rules"). The arbitration shall be conducted by an arbitration panel comprised of one (1) arbitrator appointed in accordance with the Rules. The arbitration shall exclusively take place in Los Angeles County, California. The arbitrator's decision and award will be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereon.
23. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the signature page below or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or email or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

24. **Severability**. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
25. **Survival**. Provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following Sections: 7, 8, 9, 10, 11, 12, 13, 14, 16, 18, 21, 22, and 25.
26. **Amendment and Modification**. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.