

1. Purchase

Customer is entering into an agreement with Latitude Security Solutions, LLC (“Latitude”) for a Web-hosted security management system (“Brivo OnAir”) consisting of equipment and services provided by Brivo Systems, LLC (“Brivo”) and other related products and services provided by Latitude. These General Terms and Conditions and Exhibits are incorporated by reference and form an integral part of each written proposal or agreement between Latitude and Customer that references these General Terms and Conditions, or to which these General Terms and Conditions are attached (each a “Proposal,” and together with these General Terms and Conditions, this “Agreement”).

- (a) Hardware and Installation. Customer agrees to purchase from Latitude such hardware, equipment, parts, components, and accessories manufactured by Brivo or other third parties as are more specifically described in the applicable Proposal (hereinafter the “Hardware”) along with the required Installation Services described therein. Customer shall use the Brivo Hardware solely for Customer’s internal business use in connection with the Subscription Services (as defined in this proposal)
- (b) Software Subscription Services. Customer agrees to purchase from Latitude a subscription(s) for the services described in the Proposal (hereinafter the “Subscription Services”), for the length of time specified therein (the “Service Period”). The Service Period shall begin upon the date of beneficial use of the Subscription Service by the Customer. Customer agrees that all Subscription Services are provided subject to the then-current terms and conditions of the Brivo subscription agreement (“Subscription Agreement”), a current copy of which is attached hereto as Exhibit A, and Customer agrees to be bound thereby.
- (c) Hardware Subscription Services. If Proposal states a Monthly Fee for hardware products, then Customer agrees to purchase from Latitude a subscription(s) for the hardware services described in the Proposal (hereinafter the “Hardware Services”), for a minimum, **non-cancelable** subscription for the length of time specified as the Agreement Term in the header of this Agreement (the “Service Period”). The Service Period shall begin upon the date of beneficial use (the “Installation Date”) of the Subscription Service by the Customer.

2. Fees and Payment

- (a) Fees; Invoices; Payment Terms. Customer shall pay Latitude the prices and fees set forth in the Proposal for products and services purchased by Customer hereunder. Prices and fees for products and services listed in the Proposal shall remain in effect for the term of the Agreement. Latitude reserves the right to modify prices and fees for products and services listed in the Proposal after Agreement expiration, although a price increase cannot occur no more than once per year using the Effective Date as the start of the year, and pricing cannot be increased greater than five (5) percent or the US Consumer Price Index Urban All Items (“CPI-U”), whichever is less. Latitude shall invoice Customer for any One-Time Fees set forth in the Proposal as follows: 50% of total one-time fees due with executed agreement and 100% upon the Customer gaining beneficial use of the system including first period’s subscription fee. Latitude shall invoice Customer for fees for Subscription Services on the period specified in “Payment Term” in attached Proposal, at the beginning of the billing period. All invoices are due and payable upon receipt. All charges, fees and prices herein are exclusive of all federal, state and local withholding, excise, sales, use and similar taxes, fees, surcharges and other charges imposed by any governmental authority. Customer shall pay, at the time of sale or thereafter, all taxes, fees, surcharges and other charges arising out of Customer’s purchase of the products and services, unless Customer can show documentation satisfactory to Latitude that it is exempt from same. Termination or expiration of this Agreement shall not relieve Customer of its obligation to pay in full all remaining Service Fees. In the event this Agreement becomes terminated prior to such time as Customer has paid in full all outstanding Service Fees, Latitude may accelerate collection and seek payment of all then-unpaid monthly charges as of the date of termination.
- (b) Late Payments. Latitude reserves that right, during the Service Period, to suspend Customer’s use of and access to the Subscription Services in the event that Customer fails to pay any invoice not in good faith disputed by Customer within thirty (30) days of its issuance to Customer. Late payments shall bear interest at a rate equal to the lesser of 1.5% per month or the maximum rate allowable by applicable law, until paid in full.

3. Shipment and Installation

Latitude shall begin shipment or installation of the Hardware after the Effective Date. Latitude or its assignee, agent or subcontractor will provide one-time standard installation services of the Hardware for the charge set forth in the Proposal. Standard installation shall include only installations performed between 8:00 a.m. and 5:00 p.m., Monday through Friday, local time. Latitude may charge, and Customer shall pay, an incremental fee based on Latitude’s then-current fees for any non-standard installation services.

4. Warranty

- (a) **Limited Hardware Warranty.** Latitude warrants that for a period equal to the contract term from the Effective Date of this Schedule (the “Warranty Period”), all Hardware will be free from material defects in materials and workmanship. The foregoing warranty does not extend to: (i) any failure in the Hardware due to abuse, misuse or negligent use of the Hardware; (ii) any failure resulting from use in other than a normal and customary manner under normal environmental conditions and conforming to the Hardware’s instructions; (iii) any failure in the Hardware caused by failing to follow prescribed operating maintenance procedures; (iv) any failure in the Hardware due to modifications, alterations, additions or changes to the Hardware not made or authorized to be made by Latitude; or (v) damage caused by force of nature, external causes, or act of any third party (other than Latitude or its duly-authorized representative). The foregoing warranty is void and of no force or effect if any Hardware is installed or serviced by any party other than Latitude or an installation/repair agent authorized by Latitude.
- (b) **Replacement Process.** Customer will, within the Warranty Period, notify Latitude in writing of any Hardware containing defects Customer believes to be covered by the limited warranty provided in paragraph (a) of this Section (the “Limited Warranty”). Provided the defects complained of are covered under this Limited Warranty, Latitude shall, at its sole option and expense, repair or replace the defective Hardware. Notwithstanding the foregoing, however, in the event the defective Hardware is not covered by this Limited Warranty, Latitude shall charge Customer, and Customer shall pay to Latitude, for such replacement Hardware or repair services, at Latitude’s then-current list prices; further, in such event, Customer shall be liable for any shipping and insurance charges incurred in connection with shipment of the defective Hardware and/or replacement Hardware (as the case may be). This Section states Customer’s sole remedy, and the sole liability of Latitude, arising out of the Limited Warranty provided by Latitude.
- (c) **Installation Warranty.** Latitude represents and warrants that: (i) all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures and practices and in accordance with any applicable laws, codes and specifications, and (ii) the results of the Services shall substantially conform with any and all agreed upon contract documents including, without limitation, plans.

5. Service Levels

- (a) **Remote Support.** Latitude provides phone, email and online customer support services between the hours of 8:00am and 8:00pm Eastern Standard Time, in which Latitude will provide a response within one (1) hour from receiving the request. After-hours, weekend and holiday support is provided via pager (if a phone call is made), email and online; in which Latitude will respond within three (3) hours of receiving the request. Latitude will use commercially reasonable efforts to resolve all Remote Support requests within one day (24 hours) from the time the request was made by Customer.
- (b) **On-site Support.** Latitude offers, for a fee described in the Proposal, on-site support. On-site support is required if the issue cannot be resolved remotely. On-site support rates are based on the time frame required by Customer and rates will be calculated beginning from the time it is determined on-site support is determined. Latitude will use commercially reasonable efforts to resolve all On-site Support requests in one trip.

6. Insurance

At all times during the term of this Agreement, Latitude shall, at its own expense, maintain with an insurance company or companies authorized to do business in the state where the work is to be performed, or through a funded or state approved self-insurance program, insurance coverage of the kind. Latitude’s initial compliance with this requirement shall be evidenced by the Certificate of Insurance issued by Latitude’s insurers. The amount of insurance required in this Section may be satisfied by the purchase of separate Primary and Umbrella (or Excess) Liability policies which, when combined together, provide the total limits of insurance specified

7. Hazardous Conditions

- (a) Unless otherwise expressly provided in the applicable Proposal, Latitude is not responsible for any hazardous conditions encountered at the Project. Upon encountering any hazardous conditions, Latitude will stop work immediately in the affected area and duly notify Customer and, if required by legal requirements, all government or quasi-government entities with jurisdiction over the Project or site.
- (b) Upon receiving notice of the presence of suspected hazardous conditions, Customer shall take the necessary measures required to ensure that the hazardous conditions are remediated or rendered harmless. Such necessary measures shall include Customer retaining qualified independent experts to (i) ascertain whether hazardous conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Customer must take either to remove the hazardous conditions or render the hazardous conditions harmless.

- (c) Latitude shall be obligated to resume work at the affected area of the Project only after Customer's expert provides it with written certification that (i) the hazardous conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site.
- (d) Latitude will be entitled to an adjustment in the Price and Schedule Requirements to the extent Customer's cost and/or time of performance have been adversely impacted by the presence of hazardous conditions.

8. Differing Site Conditions

Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Agreement or applicable Proposal or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Services are collectively referred to herein as "Differing Site Conditions." If Latitude encounters a Differing Site Condition, Latitude will be entitled to an adjustment in the Price and/or Schedule Requirements to the extent Latitude's cost and/or time of performance are adversely impacted by the Differing Site Condition.

9. Ingress and Egress

Customer shall secure for Latitude rights of ingress and egress to the tract of land or premises on which the work to be performed is located. Customer shall advise Latitude of any limitations or restrictions to ingress and egress, and Latitude, its employees, agents, or subcontractors shall abide by such limitations and restrictions. Should Latitude be denied access to the location for any reason not within the reasonable control of Latitude, Customer shall compensate Latitude for time lost by such denial, in accordance with Exhibit C, Latitude's Standard Rate Schedule.

10. Permits

In the event Customer's jurisdiction where the physical installation site is located requires building or construction permits, Customer is responsible for obtaining all necessary building and/or construction permits pertaining to access control, low voltage electrical work, lock installation and the like. Customer assumes all cost of permits and is responsible for maintaining permit compliance, such as physical inspections and any specific procedures the local jurisdiction may have in place.

11. Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER LATITUDE NOR ITS SUPPLIERS OR LICENSORS MAKE, AND CUSTOMER RECEIVES, NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, AND LATITUDE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

12. Limitation of Liability

NEITHER LATITUDE NOR ITS SUPPLIERS OR LICENSORS SHALL BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, NOR FOR ANY LOSS OF BUSINESS, REVENUE OR DATA; INTERRUPTION OF BUSINESS; LOST PROFITS OR GOODWILL; INCREASED COSTS OF OPERATION; OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR UNDER THIS AGREEMENT, EVEN IF LATITUDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH. IN NO EVENT SHALL THE TOTAL LIABILITY OF LATITUDE ARISING OUT OF OR UNDER THIS AGREEMENT, OR FOR BREACH OF THIS AGREEMENT, EXCEED THE AMOUNT PAID TO LATITUDE UNDER THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, FRAUD, MISREPRESENTATION, OR OTHER LEGAL OR EQUITABLE THEORY

13. Intellectual Property

The Subscription Services are the property of Brivo. Brivo owns all right, title and interest in and to the Subscription Services and all intellectual property rights associated therewith, and Customer has no right thereto except as expressly provided in this Agreement and the Subscription Agreement.

14. Termination

Latitude reserves the right to terminate this Agreement on thirty (30) days written notice for the following reasons: (a) The Customer fails to make any payment as agreed herein, in which case the balance of the moneys due for the full term of this Agreement shall become immediately due and payable; (b) Customer breaches the Subscription Agreement or (c) Latitude loses its right to act as an authorized Reseller for Brivo Subscription Services. Unless terminated due to non-payment by Customer to Latitude or breach by Customer, any advance payment made for service not yet rendered at the effective date of such termination shall be refunded to Customer. Should Customer default on payment, Customer agrees to pay for all fees, including reasonable attorney fees, incurred by Latitude in the collection of Customer's account. At the end of the initial

term of this Agreement, the Agreement is terminable by either party upon the giving of a thirty (30) days prior written notice to that effect to the other party.

15. General Provisions

- (a) Entire Agreement. This Agreement (including the Subscription Agreement) constitute the entire agreement between the parties and supersedes all previous agreements, understandings, statements, communications, representations and proposals, whether oral or written, with respect to the subject matter hereof. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Subscription Agreement, the Subscription Agreement shall prevail, as applicable. This Agreement does not apply to the sale of goods under U.S. Government Contract Regulations, regardless of whether such provisions are on any Customer-supplied purchase order. In the case of a government contract, the applicable government regulations shall be only those which are mandatory for Latitude under U.S. Government Federal Acquisition Streamline Act provisions as a subcontractor and which have been agreed to by Latitude in an attached Rider.
- (b) Dispute Resolution. Any dispute between the parties relating to this Agreement, whether or not a contract dispute, shall be determined by binding and non-appealable arbitration under the applicable rules of the American Arbitration Association (“AAA”). The arbitration shall be conducted by a single arbitrator chosen by the parties, or, if the parties cannot agree upon a single arbitrator within 15 days of a party submitting a proposal, then by a single arbitrator appointed by the Somerset County, NJ office of AAA. The arbitration shall be administered by the Somerset County, NJ office of AAA. The arbitrator shall be authorized to award or apportion attorneys’ fees and costs to the prevailing party of the arbitration. If the arbitrator’s decision is a compromise, the determination of which party or parties bear the costs and expenses incurred in connection with the arbitration proceeding shall be made by the arbitrator on the basis of the arbitrator’s assessment of the extent to which each party prevailed in its position. Notwithstanding the first sentence of this Section, Latitude shall be entitled to seek court-ordered injunctive and other equitable relief upon any actual or threatened breach of this Agreement, in addition to reimbursement of its attorneys’ fees and other costs incurred in obtaining the relief.
- (c) Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person, including without limitation, any subcontractors, sub-vendors, or anyone designated as a reseller. Notwithstanding the foregoing, the Subscription Agreement constitutes an agreement between Customer and Brivo, and shall be enforceable in all respects by Brivo.
- (d) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms. Any waiver by either party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of that or any other provision of this Agreement. Any modifications of this Agreement must be in writing and signed by the duly authorized representative of Customer and a Vice President or President of Latitude.
- (e) Force Majeure. No default, delay or failure to perform on the part of Latitude shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of Latitude, including without limitation, failure of a positioning system or wireless or power network or the Internet, strikes, lockouts or other labor disputes, riots, civil disturbances, embargoes, actions or inactions of governmental authorities, carriers or suppliers, epidemics, war, terrorism, severe weather, flood, fire, earthquakes, explosions, volcanic activities, acts of God or the public enemy, nuclear disasters, or default of a common carrier.
- (f) Notices. Any notice under this Agreement shall be in writing and shall be sent by facsimile, prepaid registered or certified mail, return receipt requested, internationally recognized courier or personal delivery, addressed to the other party at the following address:

If to Customer: to the contact person and at the billing address as set forth in the Proposal

If to Latitude:

Latitude Security Solutions, LLC

16 Mt. Bethel Rd, Suite 244

Warren, NJ 07059

Such notice shall be deemed to have been given upon personal delivery if delivered personally, the next business day if sent by overnight courier, on the fifth (5) business day if sent by courier or mail, or one (1) business day after receipt of successful transmission report if faxed

- (g) Assignment. Customer shall not assign this Agreement, or any rights or obligations hereunder, in whole or in part, voluntarily, by operation of law or otherwise, including by merger, consolidation or acquisition of a controlling interest in a party, without the prior written consent of Latitude. Any attempt by Customer to assign this Agreement or any right or obligation hereunder in violation of this Section will be null and void and will constitute a material breach of this Agreement.
- (h) Modification of Agreement. This Agreement (and any Exhibits hereto) may not be modified or amended except by a written document executed by a duly authorized representative of each party. Notwithstanding the foregoing, the Subscription Agreement may not be amended without the prior written consent of Brivo.
- (i) Waiver. No rights of a party or breach by the other party of any provision hereunder shall be waived by any act, omission, delay or knowledge of a party, except by a written document executed by a duly authorized representative of the waiving party. Any waiver on one occasion shall not constitute a waiver of any prior, concurrent, or subsequent occasions.
- (j) Counterparts. This Agreement, and any amendments hereto and any waiver hereof, may be executed in counterparts, all of which taken together shall constitute one single agreement between the parties. If electronic signatures are used for this purpose, either party may print out the faxed or imaged version of the Agreement signed by the other party and then sign in the designated space.
- (k) Construction. The captions and article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The term “including” as used herein means “including without limitation.” The terms “herein,” “hereof,” “hereunder,” and similar terms refer to the Agreement as a whole, rather than any particular provision. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel. Any rule of construction that resolves ambiguities against the drafting party shall not apply in this interpretation of the Agreement.
- (l) Governing Law; Venue; Jurisdiction. This Agreement will, in all respects, including all matters of construction, validity and performance, be governed by the laws of the State of New Jersey, United States (excluding the United Nations Convention on Contracts for the International Sale of Goods), without regard to any conflicts of law principles which may result in the application of the laws of another jurisdiction. Any suit, action or proceeding arising in connection with this Agreement will be brought in the state or federal courts sitting in the State of New Jersey and the parties hereby expressly submit to the jurisdiction of such courts for the purpose of any such suit, action, or proceeding. Each party hereby irrevocably waives any objections which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement if brought in New Jersey, and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.
- (m) Waiver of Jury Trial. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING DISPUTES RELATED TO THIS AGREEMENT.