

VERISTATUS

TECHNICAL SUPPORT SERVICES AGREEMENT

THIS TECHNICAL SUPPORT SERVICES AGREEMENT (the “Agreement”) is made and entered into as of this [redacted] day of [redacted], 2024, by and between **Syracuse Time & Alarm Co., Inc.**, a New York Corporation, with its principal place of business located at 2201 Burnet Avenue, Syracuse, New York 13206, (“STA”), and (insert customer name), a (insert type of entity), with its principal place of business located at (insert customer's address), (hereinafter “Customer”).

1. GENERAL

The terms and conditions contained in this Agreement and any exhibits attached hereto shall set forth and describe the technical support and consulting services that will be provided by STA in connection with its Veristatus System Verification Program, and are intended by STA and the Customer to be a final expression of their agreement, and is a complete and exclusive statement of the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between STA and the Customer, either written or oral, and shall constitute the sole terms and conditions of the Agreement. STA is not bound by any provisions, printed or otherwise, at variance with this Agreement that may appear on any acknowledgement, purchase order or other form used by the Customer, such provisions being expressly rejected. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on STA unless made in writing and signed by an authorized representative of STA.

2. TERM

This Agreement shall commence on the date of the last party to execute them same, and shall continue for a period of One (1) from the date of commencement, unless cancelled, extended, or terminated as provided under the terms of this Agreement (the “Term”).

3. TECHNICAL SUPPORT SERVICES

During the Term of the Agreement, and any extension thereof, STA shall provide the technical support services to Customer as specifically set forth in Exhibit “A” attached hereto and made a part hereof (the “Services”).

4. EXCLUSIONS FROM THE SERVICES

The following services are expressly excluded from the Services provided under the terms and conditions of this Agreement:

(Insert excluded service)

5. PAYMENT TERMS

Customer shall pay STA and annual base fee for the Services of in sum of **Twenty-Four**

Thousand Two (\$24,000.00) U.S. Dollars; which shall be paid in equal monthly installments. STA will submit an invoice for said Services prior to the start of the services, at the address set forth above, and such invoices shall be payable by Customer on the first day of the month immediately preceding the commencement of the Services. Should the Services commence on a date other than the first of the month, the invoice will be prorated for that month. All invoices are due within five (5) days of the invoice date. Customer's failure to make payment when due, is a material breach of the Agreement. Should Customer fail to make payment when due, in addition to any other rights and remedies available, STA shall have the right, at its sole discretion, to assess a late fee at a rate of 1.5% per month, or the maximum rate allowed by law. Customer further agrees, that in the event STA is required to initiate collection actions to collect past due amounts, that Customer will be responsible for all costs, and fees (including attorney's fees) incurred by STA.

6. TITLE TO EQUIPMENT

In connection with the Veristatus Program, STA has provided Customer with certain equipment, as specifically set out in Exhibit "B" attached hereto and made a part hereof (the "Equipment"). The Equipment shall remain the exclusive property of STA during the term of the Agreement, and cannot be utilized for any purpose, other than for the execution of the Services provided by STA to Customer in accordance with the terms of this Agreement. Should Customer breach this Agreement, and fail to cure the same within five (5) days of receiving written notice, STA may, without waiving any other rights it may have in law or equity, remove or disable the Equipment.

7. LIMITED WARRANTY

STA agrees to repair and/or replace at no additional cost to the Customer, all Equipment which proves to be defective in workmanship or material under normal usage, for the Term of the Agreement. This limited warranty shall include all parts and labor necessary for the Equipment to function properly. STA reserves the option, at its sole and absolute discretion to either repair or replace the defective Equipment, and to substitute materials of comparable quality at the time of repair or replacement, which may include reconditioned parts or equipment. This limited warranty only applies to parts and equipment used in connection with the Veristatus Program, that are sold and retained in the continental United States. Further, this limited warranty expressly excludes damage caused to the Equipment by accident, Customer's misuse, acts of God, alterations, tampering, or damage from water, fire, vandalism, power failures, electrical current fluctuations, or lightning surges. Further, this limited warranty does not include services calls that are required for any other reason than defective workmanship or materials.

8. WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, STA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEMS OR EQUIPMEN PROVIDED IN CONNECTION WITH THE SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT. IN ADDITON STA MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQRUMENTS, OR THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, OR ERROR FREE; NOR DOES STA MAKE ANY REPRESENTATIONS OR WARRANTY AS TO THE RESULTS YOU MAY OBTAIN FROM THE SERVICES. CUSTOME'S USE OF THE SERVICES AND ANY EQUIPMENT AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS

DONE AT CUSTOMER'S OWN DISCRETION AND RISK. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FOR THE DOWNLOAD OF SUCH MATERIAL OR DATA IN CONNECTION WITH THE SERVICES. NO ADVICE OR INFORMATION ORAL OR WRITTEN, THAT IS OBTAINED BY CUSTOMER FROM STA THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

9. DATA COLLECTION

In order to provide the Services to Customer, STA is agent, servants and/or contractors must collect, utilize, transmit, process and maintain data from devices that are on Customers premises and are collecting data agreed to in this Agreement. In signing this Agreement Customer is consenting to STA, its agents, servants and/or contractors to perform such data collection in connection with the provision of the Services.

10. REPRESENTATIONS AND WARRANTIES

10.1 STA Representation and Warranties: STA represents and warrants to the Customer as follows:

(i) That it is a corporation duly organized and validly existing under the laws of the State of New York, and is duly authorized to enter into this Agreement.

(ii) All Equipment used in connection with the Services is (a) of good and merchantable quality, (b) free from any latent or patent defects, (c) will conform to the product specifications set out in this Agreement, (d) will be free and clear of all security interests, liens, charges, or encumbrances of any kind, nature, or description, (e) will be safe for the use intended.

(ii) STA will take reasonable precautions to ensure and maintain the privacy of data, and security of Customer systems that are accessed by STA in connection with providing the Services under the terms of this Agreement.

10.2 Customer Representations and Warranties: Customer represents and warrants as follows:

(i) Customer is a company duly organized and validly existing, and is authorized to enter into this Agreement.

(ii) Customer has appropriate cyber security and internal controls to permit STA to perform the Services, and shall be solely responsible for the maintenance and upkeep of the same.

(iii) Customer has taken all reasonable precautions to ensure and maintain the privacy of data, and security of its server, computer, software, and storage systems, and that will be accessed by STA in connection with the Services under the terms of this Agreement.

11. LIMITATION OF SERVICES

STA shall not be liable for any failure or delay in the performance of the Services due to any cause beyond STA's reasonable control. STA reserves the right to refrain from providing the Services,

and cancel this Agreement, on the basis that the minimum system requirements are not met, or if Customers technical needs or other requirements are unusual or extensive and beyond the scope the Services are intended to support.

12. LIMITATIONS OF LIABILITY

STA and the Customer agree that it is impractical and extremely difficult to fix actual damage which may arise due to the failure of the Equipment or Services; if there should arise any liability on the part of STA arising out of the failure of the Services or Equipment, such liability shall be limited to an amount equal to the total value of the Agreement. Such sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty. If the Customer desires STA to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by STA of such liability, provided however that such rider shall in no way be interpreted to hold STA as an insurer. IN NO EVENT SHALL STA BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY, ALTERATIONS, MODIFICATIONS, OR CHANGES, TO THE EQUIPMENT OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY.

13. WAIVER OF CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NEITHER CUSTOMER NOR STA SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING. FURTHER, STA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE EQUIPMENT TO PERFORM OR SERVICES PROVIDED.

14. INDEMNIFICATION

Unless otherwise expressly stated in the Agreement, STA makes no representations whatsoever as to the use of the Equipment and Services provide. As such Customer hereby agrees to the fullest extent permitted by law, to indemnify and hold harmless STA, and its agents from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Customer's actions, or failure of the Equipment of Services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Customer, or anyone directly or indirectly employed or contracted by them or anyone for whose acts they may be liable.

15. FOREIGN CORRUPTPRACTICES ACT

Neither STA nor Customer shall permit any of its subsidiaries and affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents (collectively, "Representatives") to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly influence any non-U.S. government official, in each case, in

violation of the U.S. Foreign Corrupt Practices Act ("FCPA") or any other applicable anti-bribery or anti-corruption law.

16. ASSIGNMENT

Neither STA, nor Customer shall, without the prior written consent of the other assign, or transfer this Agreement.

17. SEVERABILITY

If any provision or any part of a provision of this Agreement shall be determined to be invalid, illegal, or otherwise unenforceable pursuant to any applicable law, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

18. NO WAIVER

The failure of either the STA, or Customer to insist, on one or more instances, on the performance of any of the obligations required by the other under this Agreement shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

19. HEADINGS

The headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

20. DISPUTE RESOLUTION AND VENUE

This Agreement and any dispute arising out of the Agreement, shall be governed by the laws of the State of New York, and shall be resolved in a State or Federal Court of competent jurisdiction in Onondaga County, New York.

21. NOTICE TO CUSTOMER

By signing this Agreement, Customer agrees to the terms and conditions contained in all documents comprising the Agreement, which includes this Agreement and any exhibits or addendums attached hereto.

The parties have caused this Technical Support Services Agreement to be duly executed as of the day and year first above written.

Syracuse Time & Alarm Co., Inc.

Customer

(Individuals Name & Title)

(Individuals Name and title)

EXHIBIT “A”

Scope of Work

(Describe Scope of Services)

EXHIBIT “B”

Equipment

(list equipment provided)