

GABRIEL TERMS OF SERVICE

GABRIEL NETWORK INC. Terms of Service (V.202020.01) BEFORE USING GABRIEL'S PRODUCTS OR SERVICES, PLEASE READ THESE TERMS OF SERVICE. THESE TERMS ARE INCORPORATED BY REFERENCE INTO THE ORDER FORM EXECUTED BY THE COMPANY IDENTIFIED AS THE "CUSTOMER" IN THE ORDER FORM ("CUSTOMER") AND GABRIEL NETWORK LLC ("GABRIEL"). PURSUANT TO THESE TERMS, CUSTOMER SHALL RECEIVE THE RIGHT TO ACCESS AND USE THE GABRIEL SHIELD PLATFORM AND RECEIVE PRODUCTS AND/OR SERVICES FROM GABRIEL. THESE TERMS, THE ORDER FORM AND GABRIEL'S PRIVACY POLICY TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND GABRIEL, EFFECTIVE AS OF THE LAST DATE OF EXECUTION OF THE ORDER FORM (THE "AGREEMENT").

- 1. The Services.** Gabriel delivers emergency alert devices, software and mobile applications on a subscription basis of its proprietary security platform known as "the **Gabriel Shield.**" The Shield may include sensors ("Products") and emergency alert software and mobile applications ("Services"), as specified in your Purchase Order. Gabriel will make the Shield available to (a) Customer and (b) individuals who are authorized by Customer to use the Gabriel Shield on behalf of the Customer and who have been supplied user identification and passwords by Customer (or by Gabriel at Customer's request), including employees, consultants, contractors, and agents of Customer ("Users"). Gabriel hereby grants Customer and its Users a limited, non-exclusive right to access The Gabriel Shield and receive support during the Subscription Term, including the specific access rights and limitations set forth in the Order Form (the "**Subscription**"). The Subscription is granted solely to the Customer and its Users, and not any other third parties (including any of Customer's Affiliates), except if expressly authorized by Gabriel in the Order Form. Affiliates may purchase additional Subscriptions from Gabriel by issuing Order Forms hereunder. "**Affiliate**" means, with respect to a party, any entity which directly or indirectly controls, is controlled by or is under common control with such party, wherein "control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of such party. The Subscription is sold "As Is" and is not dependent on any future functionality or features (or any public comments or other verbal disclosures made by Gabriel with respect thereto).
- 2. Confidentiality Obligations.** As used herein, "**Confidential Information**" means all confidential information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**") that is designated in writing as confidential as well as the terms and conditions of the Order Form. Confidential Information shall not include information which: (a) is known publicly; (b) is generally known in the industry before disclosure; or (c) has become known publicly, without fault of the Receiving Party, subsequent to disclosure by the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. The Receiving

Party agrees to keep confidential all Confidential Information disclosed to it by the Disclosing Party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information). If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. The Receiving Party agrees that monetary damages for breach of confidentiality hereunder may not be adequate and that, if necessary, the Disclosing Party shall be further entitled to injunctive relief.

3. **Fees and Taxes.** Customer shall pay to Gabriel the fees specified in the Order Form (the "Fees"). Except as otherwise provided in the Order Form, all Fees are quoted in US currency; Fees are based on Subscriptions purchased and not on actual usage; payment obligations are non-cancellable; and Subscription Fees are non-refundable. Fees will be invoiced in advance or in accordance with the terms of the Order Form. Fees are due within 30 days from the invoice date. In the event of nonpayment of Fees, Customer agrees to pay the cost of collection including reasonable attorneys' fees and costs. Any payment not received from Customer by the due date shall accrue (except with respect to charges then under reasonable and good faith dispute), at the lower of 1.5% or the maximum rate permitted by law of the outstanding balance per month from the date such payment is due until the date paid. If Customer's account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights and remedies (including the termination rights set forth in this Agreement), Gabriel reserves the right to suspend The Gabriel Shield (upon prior written notice) without liability to Gabriel until such account is paid in full. Customer is a not for profit corporation and is not subject to sales tax. If Gabriel pays any such taxes on the Customer's behalf, Customer agrees to reimburse Gabriel for such payment unless Customer provides Gabriel with a valid exemption certificate authorized by the appropriate taxing authority.
4. **Proprietary Rights.** The Gabriel Shield and all intellectual property rights therein, and all intellectual property rights relating to the provision of the support and the Services are owned or licensed by Gabriel. Except for the license granted hereunder, nothing in this Agreement gives Customer any right, title or interest to The Gabriel Shield and/or the Services. Customer shall retain all right, title, and ownership in and to all data and reports generated through the use of The Gabriel Shield (the "**Reports**") and any Work Product specifically stated in the Purchase Order during the term of and after termination of this Agreement for any reason. Notwithstanding, Customer acknowledges that in generating the Reports and providing the Services, Gabriel may use certain materials, products, algorithm processing, training material, best practices and other property that belongs to Gabriel ("**Gabriel Property**"). The parties agree that Gabriel shall retain all right, title, and ownership in and to the Gabriel Property, including all intellectual property rights pertaining thereto. Gabriel hereby grants to Customer a royalty-free, worldwide, non-exclusive, temporary license to use the Gabriel Property solely for internal business purposes. Customer shall not: (i) modify, translate, or create derivative works based on The Gabriel Shield or the Services; (ii) create any link to the Gabriel Shield or frame or mirror any content contained or accessible from The Gabriel Shield,

(iii) reverse engineer, de-compile, disassemble, modify all or any part of the Products or Services or otherwise attempt to discover the source code or underlying ideas or algorithms of The Gabriel Shield; (iv) access The Gabriel Shield in order to (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of The Products or Services in order to compete with or cause damage to Gabriel. Further, Customer shall not permit, abet or aid others to do anything prohibited by this Agreement.

5. **Term.** Customer's initial Subscription term for The Gabriel Shield commences on the "Subscription Start Date" stated in the Order Form, or, if none is provided in the Order Form, the day User login names and passwords are issued to Customer (the "**Subscription Start Date**"). The Subscription will continue for the Subscription Term specified in the Order Form (the "**Subscription Term**") and may be renewed as detailed in the Order Form.
6. **Termination.** The Subscription granted hereunder and any Services may be terminated by either party for cause: (a) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (b) if either party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
7. **Early Termination.** If Customer wishes to terminate the Subscription prior to the expiration of the then current Subscription Term and such termination is not due to Gabriel's breach, all Fees that would otherwise be due through the end of the Subscription Term in effect at the time, including any applicable taxes shall be due and payable within thirty (30) days of the effective date of termination and no refunds for pre-paid Fees will be provided. The parties agree that these early termination charges are a reasonable estimate of anticipated actual damages and not a penalty. Services may be terminated in accordance with the SOW.
8. **Surviving provisions.** The following provisions shall survive any termination or expiration of the Subscription: Sections 2, 3, 4, 6, 7, 9, 10, 11, 12, 13, 16, 18, 19 and 20.
9. **Corporate Authority.** Each party represents and warrants that: (i) it has the legal power and authority to enter into this Agreement; (ii) that the Agreement is executed by an employee or agent of such party with all necessary authority to bind such party; and (iii) that each party shall comply with all applicable laws and regulations in the compliance of this Agreement.

10. **Delivery, Return.** Delivery terms are stated in the Purchase Order. Gabriel shall use reasonable commercial efforts to deliver the Products by the date specified in the Order, but time for delivery shall not be of the essence. Risk of loss and damage to the Products shall pass to Customer upon delivery. Gabriel shall retain a traceable ownership and/or security interest in the Products, subject to the receipt of the entire consideration for the sale of Products. Upon termination of this Agreement for any reason, Customer shall return the Products to Gabriel.

11. **Functionality Warranty.** Gabriel warrants that The Gabriel Shield will operate in a manner consistent with general industry standards reasonably applicable to the provision hereof and in substantial conformity with the then current version of any applicable documentation provided by Gabriel.
12. **Damage to the Products.** If the Product is damaged by Act of God or normal wear and tear, Gabriel will replace it during the term of this Agreement. If the Product is damaged by misuse, mishandling, improper storage, vandalism or other conduct by Customer or Customer's guests, invitees, users, members, constituents or others, which conduct Customer is better able to control, Customer shall be obligated to purchase a new Product during the Term of this Agreement. If Customer fails to replace the Product from Gabriel, Gabriel reserves the right to terminate the Services and all amounts due up to the date of termination shall become due and payable as of the date of termination.
11. **Data Security and Warranty.** Gabriel has implemented Appropriate Security Measures and maintains The Gabriel Shield at reputable third-party Internet service providers and co-location facilities. "**Appropriate Security Measures**" means commercially reasonable efforts to ensure that the Customer Content (as defined below) will be maintained accurately as well as technical and physical controls to protect Customer Content against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by Gabriel, whether by accident or otherwise.
12. **Additional Warranties.** Gabriel represents and warrants that: (i) the Services will be provided in a timely and workmanlike manner by persons with the proper skill, training and background, and consistent with generally accepted industry standards; (ii) the Services will comply with all written specifications; (iii) the Services will be free of material defects; and (iv)) at the time of delivery, all documentation required hereunder (if any) shall be complete so as to enable Customer's personnel with ordinary skills and experience to utilize The Gabriel Shield and the Services for the purposes for which they are being acquired by Customer. Any Products sold hereunder will be free from defects in materials and workmanship under normal use for a period of 36 months following delivery. This warranty shall be void to the extent of (a) any modification of the Products by any person or entity other than Gabriel, (b) misuse or abuse of the Products or documentation by the customer, (c) negligence or wrongdoing of the customer, (d) accident or disaster, (e) use of the Products in any manner inconsistent with documentation or instructions provided by Gabriel and (f) improper storage of the Products.
13. **Disclaimer.** Except as expressly provided herein, Customer acknowledges and agrees that The Gabriel Shield is provided on an "As Is", as available basis. Other than as

expressly provided herein, GABRIEL DISCLAIMS WARRANTIES, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION THE CONDITIONS AND/OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY LAW. GABRIEL DOES NOT WARRANT THAT THE GABRIEL SHIELD PRODUCTS OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. FURTHER, GABRIEL DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED. GABRIEL SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE GABRIEL SHIELD WILL PREVENT PERSONAL INJURY, LOSS OF LIFE OR DAMAGE TO PROPERTY.

14. **Confidentiality of Customer's Content.** Customer retains all rights, title and interest in and to any information uploaded into The Gabriel Shield and/or provided in connection with the Services, (except for the Gabriel Property) as well as Customer's Confidential Information ("**Customer's Content**"). Customer agrees to Gabriel's Privacy Policy, which forms an integral part of this Agreement, and is available at <http://www.Gabriel.com>. Customer hereby grants Gabriel a limited license, during the Term, to use the Customer Content and Data solely in connection with the provision of the Subscription and the Services. "**Data**" means any data provided by Customer to Gabriel, including Customer Content, which Gabriel stores and uses in statistical, aggregate form, provided that all information that could identify Customer or Customer's clients, and/or all of Customer's Confidential information is deleted and will not be used by Gabriel for any purpose except the provision of services hereunder. Customer understands and agrees that, by providing access to the Gabriel services to its constituents, clients, members or employees, agents or other representatives, their use of the Services means that their image, voice and location data will be transmitted to Customer, emergency responders and other end users via secured and unsecured wireless networks for the sole purpose of providing the Services. Gabriel shall strictly comply with all applicable laws and the confidentiality provisions of this Agreement with respect to any Data gathered by Gabriel. Upon written request by Customer made at any time during the term of this Agreement and thereafter, within 30 days after the effective date of termination, Gabriel will provide Customer with temporary access to The Gabriel Shield so that Customer can retrieve its Customer Content. After such 30-day period, Gabriel shall have no obligation to maintain or provide any Customer Content and shall thereafter, unless legally prohibited, delete all Customer Content in Gabriel's systems (the "**Systems**") or otherwise in its possession or control.
15. **Use Guidelines.** Customer shall use The Gabriel Shield for internal business purposes as contemplated by this Agreement and shall not: (i) willfully tamper with the security of the Systems or tamper with other customer accounts of Gabriel, (ii) access data on the Systems not intended for Customer, (iii) log into a server or account on the Systems that Customer is not authorized to access or otherwise translate any underlying software in The Gabriel Shield in such a manner that it appears to be part of Customer's own or a third party website, (iv) attempt to probe, scan or test the vulnerability of any Systems or to breach the security or authentication measures without proper authorization; (v) willfully render any part of the Systems unusable; (vi) lease, distribute, license, sell or

otherwise commercially exploit The Gabriel Shield or make The Gabriel Shield available to a third party other than as contemplated in this Agreement; (vii) attempt to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas or algorithms in The Gabriel Shield; (viii) share The Gabriel Shield with any third party not explicitly authorized by Gabriel or otherwise for the benefit of a third party; (ix) provide to third parties any evaluation version of The Gabriel Shield without Gabriel's prior written consent; or (x) deep link to any page of The Gabriel Shield or otherwise link in a manner that bypasses Gabriel's homepage for The Gabriel Shield.

16. **Acceptable Uses. The Customer's permitted use of the Services and the Product is limited to the contemplated functionality of the Gabriel Shield.** Customer may use the Products solely for the Purpose as defined in the Purchase Order. Specifically, Customer may NOT sell, resell, distribute, license, sublicense or otherwise purport to grant another any right in the Products, and shall not convey or transfer Products in any way to any third party. **In no event may the Product or Services be used in a manner that (i) is unlawful, fraudulent or deceptive, (ii) harasses, abuses, stalks, threaten, defames or otherwise infringes the rights of any third party, including, without limitation, the rights of publicity or other proprietary rights, (iii) uses technology or other means not authorized by Gabriel to access the Products or Services, (iv) attempts to introduce viruses, malware or other computer code, files or programs that interrupt, destroy or limit the functionality of any computer hardware, software, or telecommunications equipment, (v) attempts to gain unauthorized access to Gabriel's systems or user accounts, (vi) encourages conduct that would be a criminal offense or that gives rise to civil liability, (vii) attempts to damage, disable or overburden Gabriel's services or networks, or (viii) fails to comply with applicable ISP or wireless carrier terms of service. The User must comply with all applicable ISP or wireless carrier terms of service while using the application. Gabriel reserves the right to terminate the license granted to the Customer and/or bring legal action if the Customer engages in or Gabriel reasonably believes the Customer is engaging in use that violates these Terms. Customer shall ensure that its licenses are distributed only to end users, employees, representatives, agents, members, constituents or others who understand and agree to these Terms.**
17. **Limitation of Liability.** EXCEPT FOR DAMAGES ARISING FROM BREACHES OF CONFIDENTIALITY AND EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREIN, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, (1) IN THE AGGREGATE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, (2) WITH RESPECT TO ANY SINGLE INCIDENT GIVING RISE TO LIABILITY, EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER HEREUNDER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW

18. No action against either party arising out of this Agreement may be brought by the other party more than one year after the cause of action became known.
19. **Gabriel Indemnification.** Gabriel shall indemnify, defend and hold Customer harmless against any loss, damage or cost (including reasonable attorney's fees and costs) incurred in connection with claims, demands, suits or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of The Gabriel Shield or the Services, as contemplated hereunder, infringe the intellectual property rights of a third party, Notwithstanding the foregoing, if Gabriel reasonably believes that Customer's use of any portion of The Gabriel Shield is likely to be enjoined by reason of a Claim of infringement, violation or misappropriation of any third party's intellectual property rights then Gabriel may, at its expense: (i) procure for Customer the right to continue using The Gabriel Shield; (ii) replace the same with other software, services or other material of equivalent functions and efficiency that is not subject to an action of infringement; or (iii) modify the applicable software, support services or other material so that there is no longer any infringement or breach, provided that such modification does not adversely affect the capabilities of The Gabriel Shield as set out herein. Except as otherwise agreed herein, Gabriel shall have no liability respecting any Claim of infringement or breach as aforesaid to the extent such Claim is based upon the combination, operation or use of The Gabriel Shield or the Services with other equipment or software not supplied by Gabriel or in a manner not consistent with Gabriel's instructions. THIS SECTION 18 SETS FORTH GABRIEL'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.
20. **Customer Indemnification.** Customer agrees to indemnify, defend and hold Gabriel harmless against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with Claims made or brought against Gabriel by a third party arising from or relating to Customer's use of the Gabriel Shield or the Services in violation of this Agreement.
21. **Mutual Provisions.** Each party's indemnity obligations are subject to the following: (i) the aggrieved party shall promptly notify the indemnifier in writing of the Claim; (ii) the indemnifier shall have sole control of the defense and all related settlement negotiations with respect to the Claim (provided that the indemnifier may not settle or defend any Claim unless it unconditionally releases the aggrieved party of all liability); and (iii) the aggrieved party shall cooperate fully to the extent necessary, and execute all documents necessary for the defense of such Claim.
22. **Cooperation.** Customer acknowledges that certain features in The Gabriel Shield cannot be fully deployed unless Gabriel has access to Customer's input, data, and in some instances, access to Customer's analytics platforms and key employees (each of the foregoing, "Confidential Information"). As a result, the accuracy, access and operation of some of The Gabriel Shield's features may be dependent upon the accuracy and completeness of the information and cooperation provided by Customer. Any delays due to Customer's failure to provide Gabriel with access to the employees, data or material

required for the provision of The Gabriel Shield and/or any Services may result in compromised quality and or delays in any scheduled deadlines.

23. **Force Majeure:** If Gabriel is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control (including but not limited to war, terror, sabotage, strike, etc.), such obligations shall be suspended to the extent affected by such circumstances and so long as such circumstances persist.
24. **General Provisions.** This Agreement, inclusive of the Order Form, Privacy Policy, and any amendments or additions thereto, constitutes the entire agreement and sets forth the entire understanding between Customer and Gabriel with respect to the subject matter hereof and supersedes all prior agreements and discussions with respect thereto. Customer agrees that Gabriel may use Customer's name and logo on Gabriel's website, and as a part of a general list of Gabriel's customers for use and reference in corporate, promotional and marketing literature. The parties are independent contractors. Neither party shall assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except to a party that acquires all or substantially all of the assigning party's assets as part of a corporate reorganization, merger or acquisition, provided the assignee agrees in writing to be bound by the terms of this Agreement, and is not a direct competitor of Customer. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns. This Agreement does not create a joint venture or partnership between the parties; no party is by virtue of this Agreement authorized as an agent, employee or representative of the other party. Any waiver of any right or remedy under this Agreement must be in writing and signed by each party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion shall not be construed as a waiver of any right or remedy on any future occasion. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, without regard to conflicts of laws principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the County of New York in the State of New York, USA, and all courts competent to hear appeals there from. No modification of, amendment or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both parties hereto. Gabriel's Privacy Policy (except as set forth below) and other terms of service as published on Gabriel's website, www.gabriel.network, as of the date of execution by Customer of the Customer order form, are incorporated herein by reference as if fully set forth in this Agreement. Gabriel reserves the right to update and modify the Services. Notices regarding new or modified documentation, including but not limited to Gabriel's standard Terms of Service, Privacy Policy and other internal documents that have not been explicitly negotiated with the Customer, will become effective and will be deemed accepted by Customer immediately for those Customers who purchase the Services after the updated version is published on Gabriel's website. Notices regarding: (a) material changes to this Agreement; (b) internal

or external changes materially impacting Gabriel's ability to do business; (c) breach; (d) termination; or (e) any other material information required to be in writing, will be in writing and deemed to have been given if delivered personally, by confirmed email or facsimile, or on the third day after mailing by first-class, registered or certified mail, postage prepaid to either party at the address provided by Customer in the Order Form; for Gabriel at: 26041 Radclift Pl, Oak Park MI 48237, attention: CEO; or to such other address as a party may, from time to time, communicate to the other party. If any provision of this Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable, or shall be severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect.