

## Master Security Services Agreement

**6705 W. Highway 290, Suite 607 #1099**  
**Austin, Texas 78735-8407**  
[info@CampusGuardianAngel.com](mailto:info@CampusGuardianAngel.com)

**Phone: 913-999-8779**  
**Tex. Lic. No.: Pending**  
**FEIN: 90-2716814**

This Master Security Services Agreement (hereinafter the “Agreement”) is entered into between Mithril Defense, Inc., a Delaware Corporation, doing business as Campus Guardian Angel (hereinafter “CGA”) and Boerne Independent School District, a Texas public school district, whose billing address is 235 Johns Road, Boerne, Texas 78006 (hereinafter “Client”), and is entered into on Date, 20Year. CGA and Client shall hereinafter collectively be referred to as “the Parties” and each individually as a “Party.” The Parties agree as follows:

CGA will provide Client with the following systems and emergency response monitoring services, in accordance with the Scope of Services more fully described in each Addendum Agreement that shall be in the form of Exhibit “A” of this Agreement, attached hereto:

### Security System – Company Provided Systems

- CGA Beacons
- CGA Drones (Each Equipped with Camera, Speaker, Microphone and Less-Lethal Capabilities)
- CGA Climate Controllers
- CGA Drone Boxes
- CGA Network Video Appliance
- 3-Dimensional Mapping of School Premises
- CGA Mobile and Web Applications

\*School Site Address/Premises: Each campus as specified in each Addendum Agreement

\*Number of CGA Drones: As specified in the Addendum Agreement based upon student census provided by Client.

\*Monthly/Weekly Fee for Security System(s): As specified in the Addendum Agreement.

Value of Security System equipment (in the event of a loss due to fire, theft or casualty): to be specified in each Addendum Agreement.

### Monitoring and Tactical Response

- Virtual Emergency Response Monitoring from CGA’s Tactical Operations Center. Dates and hours of monitoring as specified in each Addendum Agreement.
- Tier-I Drone and Former Helicopter Pilots Flying FPV Drones.
- Real Mission Oversight From Former Special Operations Forces and Members of Law Enforcement.
- Number of Client Cameras Existing On Premises: As specified in each Addendum Agreement
- Training of Campus Security Team and/or Local First Responders: As specified in Exhibit “A.”

### TERMS OF AGREEMENT

1. **DEFINITIONS:** In this Agreement, the following capitalized terms shall have the following meanings:

**“Active Shooter”** means one or more individuals actively engaged in shooting or attempting to shoot people in a populated area on the Premises.

**“Addendum Agreement”** means the separate Addendum Agreement entered into by the Parties for each different school or campus location, or set of such schools or campus locations including any modifications/amendments thereto. Each Addendum Agreement is wholly governed by and incorporated into this Master Security Services Agreement. Each Addendum Agreement shall only apply, in all respects, to the location(s) specified in that particular document, and shall have no bearing on any other Addendum Agreement and the cancellation or modification of one Addendum Agreement shall not impact the validity of any other Addendum Agreement signed between the parties unless expressly stated therein.

**“Agreement”** means this Master Security Services Agreement.

**“Backend System”** means all back-office systems used for supplying the Services, including monitoring, deployment and reporting systems located in the TOC or elsewhere, and all related technical infrastructure, systems, software, tools, hardware, equipment, documentation, information, data, media and other materials contained therein and generated in the course of providing the Services.

**“CGA Beacons”** means the small location devices that are placed throughout the Premises, and may be used to locate people or drones within the Premises.

**“CGA Drone Box(es)”** means the container(s) used to store CGA Drones and charge their batteries that are installed at the Premises.

**“CGA Climate Controller”** means an extension box provided by CGA to heat and cool a CGA Drone Box, typically one being placed outside a building e.g. on a roof outside of the climate controlled environment of a building interior.

**“CGA Drones”** means CGA’s proprietary drones installed at the Premises by CGA, its designates or other mutually agreed upon third parties for providing the Services.

**“CGA Indemnitees”** means CGA, Mithril Defense, Inc., its parent companies, subsidiaries, affiliates and their respective officers, directors, shareholders, employees, agents, subcontractors, advisors, and assigns,

**“CGA Network Video Appliance”** means the video device provided by CGA at the Premises to capture and manage video feeds.

**“CGA Privacy Policy”** means the CGA Privacy Policy available at <https://www.campusguardianangel.com/privacypolicy>

**“Client Camera Access”** means Client granting CGA access to Client Camera System as described in this Agreement.

**“Client Camera System”** means a third-party security camera system installed by the Client at its Premises, which must be compliant with current industry standards, as reasonably determined by CGA, and make video feeds available via the RTSP streaming format.

**“Effective Date”** means the date of signing of this Agreement.

**“Electronic Data Retention Policy”** means the CGA Electronic Data Retention Policy as may be effective from time to time and made available on request.

**“False Alarm”** means the manual triggering of a distress call by using a panic button on the Premises, or by using the CGA mobile or web applications advising CGA that an Active Shooter is on, or adjacent to, the Premises when in fact no such Active Shooter was on or adjacent to the Premises.

**“First Responders”** means persons (such as law enforcement officers, school resource officers, school marshals, school guardians, fire department personnel, or other trained security professionals) who are among those responsible for going immediately to the scene of an emergency to provide assistance, including engaging an active shooter.

**“Governmental Regulations”** means all applicable Federal, State, and local statutes, laws, ordinances, rules, regulations, orders and terms of licenses and permits.

**“Initial Term”** means the initial term for which each Addendum Agreement will be effective, as specified therein.

**“Notice”** as used throughout shall refer to the method of notifying the respective Parties to this Agreement, as set forth and detailed in Section 25.

**“Personal Data”** means any personally identifiable information of the other party or its employees, agents or related parties and includes information that, when combined with other data, can be used to identify a specific individual. Data pertaining to students is limited to photographic images contained on CCTV recordings during activation of the Security System.

**“Premises”** means the school site where the Security System will be installed and in respect of which the Services will be provided, as further specified in each Addendum Agreement.

**“Renewal Term”** means the term for which each Addendum Agreement is renewed, as defined under Section 5(A).

**“Response Data”** means data gathered by CGA as part of an event response, including chat messages, photos, video and audio recordings, and any other files or data.

**“SAFETY Act”** means the SAFETY Act of 2002, 6 U.S.C. §§ 441-444, as amended from time to time.

**“Security Personnel”** means all personnel engaged by CGA for providing the Services under this Agreement including trainers, operators, pilots and other personnel.

**“Security System”** means the security system installed by CGA at the Premises specified in each Addendum Agreement for providing the Services and includes the CGA Beacons, CGA Drones, CGA Drone Boxes, CGA Network Video Appliance and 3-dimensional mapping of the Premises.

**“Services”** means the emergency response monitoring services to be provided by CGA to the Client using the Security System, the Backend System, and the CGA Technology as per the terms of this Agreement and as further described in each Addendum Agreement.

**“Stakeholders”** means people directly associated with a school district or Premises, such as teachers and other staff, district law enforcement (e.g. school resource officers), parents, legal guardians and students.

**“Tactical Operations Center”** or **“TOC”** means a staffed emergency response room with a team of pilots and tactical operators. Each active shooter response is allocated to a single TOC, and that TOC is solely engaged with that active shooter response until the event has been appropriately transitioned to local law enforcement.

2. **PROVISION OF SERVICES:** CGA shall provide the Security System and the Services for the Premises, and on the day(s) and time(s), specified in Exhibit “A” attached hereto, instruct and train Client, First Responders and Stakeholders in the proper use of the Security System, provide Client with instructions and virtual support of installation of the Security System in the Premises, including all necessary devices and equipment, for the duration of this Agreement.

3. **CGA SECURITY SYSTEMS AND TECHNOLOGY OWNERSHIP:**

A. **Security System:** The entire Security System, including all underlying software, are proprietary in nature and shall always remain the sole personal property of CGA and shall not be considered a fixture or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the Premises or any other Client property. “Security System” does *not* include any Client Camera System, which is and shall remain the personal property of Client. In addition to the Security System installed at the Premises, CGA is also the exclusive owner of the Backend System. Further, any and all technology, documentation, software, algorithms, user interfaces, trade secrets, techniques, designs, inventions, works of authorship and other tangible and intangible material and information pertaining to the Services, the Security System or Backend System (collectively, the **“CGA Technology”**) is the intellectual property of CGA. CGA’s trademarks, signs and decals remain the property of CGA and must be removed within a period of thirty (30) days of termination of this Agreement. At all times, CGA shall have the right to enter Client’s Premises to access the Security System, and Client shall permit entry onto the Client’s Premises upon reasonable Notice to allow for such access or removal of the Security System, as needed under the terms of this Agreement.

**B. Intellectual Property Rights:** This Agreement (including any applicable Addendum Agreement) does not confer any rights, license, title or interest in the CGA Technology, nor is such being granted, or deemed to have been granted by CGA to the Client except for the limited usage rights expressly granted hereunder in relation to receiving the Services. Any unauthorized use of the same, including reverse engineering, disassembling, decompiling, attempting to derive the source code, copying, modifying, adapting, sub-licensing or creating derivative works, is strictly prohibited. The Client further agrees that it shall not (a) sell, sublicense, transfer, assign, lease, rent, distribute, or grant a security interest in the CGA Technology or any rights thereto, (b) transmit unlawful, infringing or harmful data or code to or from the CGA Technology, (c) alter or remove any trademarks or other proprietary notices contained in or on the Security Systems, (d) circumvent or otherwise interfere with any authentication or security measures of the Service or the CGA Technology, otherwise interfere with or disrupt the integrity or performance thereof, or (e) otherwise use the CGA Technology except as expressly permitted herein. The Client has no right to use or benefit from CGA Technology after the termination or expiration of the Agreement.

**C. Other Intellectual Property Rights:** In the event that the Parties agree that CGA shall develop certain interfaces or other software or materials for integration of CGA Technology with Client systems, equipment and tools, unless otherwise specifically agreed between the parties, it shall be considered as an improvement to the CGA Technology and CGA shall be the owner of any such interface or other integration software or materials. Client will be granted a license to use such interface/software for the purposes of receiving Services during the term of the Agreement. Notwithstanding anything to the contrary in this Agreement, CGA may monitor, analyze and compile statistical and performance information based on and/or related to Services provided to the Client, in an aggregated and anonymized format (“**Analytics**”). Client agrees that CGA may make such Analytics publicly available, provided that it: (i) does not contain identifying information; and (ii) is not compiled using a sample size small enough to make the underlying Client data identifiable. CGA owns all intellectual property rights in and to the Analytics and all related software, technology, documentation and content provided in connection with the Analytics.

**4. PRICING AND BILLING:** The pricing and billing for the Services contemplated herein shall be more specifically detailed in each Addendum Agreement and may vary for each school or campus location covered under the Addendum.

**5. TERM AND EXPIRATION OF AGREEMENT / RENEWAL:**

**A.** This Agreement shall become effective on the Effective Date and shall remain in force and effect until the date it is terminated by either Party in accordance with Section 26. For each Addendum Agreement, unless otherwise specified therein, the term shall begin as of the Effective Date set forth in such Addendum Agreement, and otherwise earlier terminated as set forth herein, (i) shall continue for the Initial Term specified on such Addendum Agreement, and (ii) following the Initial Term, shall automatically renew for additional successive periods of equal duration to the Initial Term (each, a “**Renewal Term**”) under the same terms and conditions unless either party notifies the other party of such party’s intention not to renew no later than thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable. Expiry or termination of one Addendum Agreement will not impact the validity of the other Addendum Agreements.

**B.** If either Party provides the other Party with notice of termination of this Agreement pursuant to Section 26, then all Addendum Agreements executed pursuant to this Agreement shall automatically terminate upon the effective date of termination of this Agreement, unless any Addendum Agreement is specifically agreed to be continued for the remaining term by Client and CGA in writing. Termination of one (1) Addendum Agreement by either Party in accordance with the terms thereof will not impact the validity of any other Addendum Agreement(s) or the validity of this Agreement.

**6. INTERNET CONNECTION AND CLIENT RESPONSIBILITIES:**

**A. Primary Internet Connection:** The Security System is dependent upon use of a high quality Internet connection. Client is responsible for supplying a compatible Internet connection to which each CGA Drone Box (or equivalent) will have access (“Primary Internet Connection”) at Client’s Premises. CGA does not provide the Primary Internet Connection service, maintain Internet connection, or communication pathways, computer, smart phone, electric current connection or supply, and will not be responsible for reduced speed or bandwidth due to factors beyond CGA’s control.

**B. Access to Client Camera System:** For the limited purpose of testing or training and for actual emergency activation of the Security System, Client shall provide CGA with limited Client Camera Access via the CGA Network Video Appliance, supplied by CGA. Client hereby grants CGA the limited right and authorization to Client Camera Access, which will only be activated by CGA with either prior authorization by Client for testing or training at a time communicated in advance by CGA to Client, or without specific authorization in the event of an emergency alarm activation.

**C. Client Responsibility for Supply and Security:** Due to the potential for network degradation and security breaches, no wireless or other wired services shall be used in the Primary Internet Connection feeding the Security System. It is Client's responsibility to maintain its Primary Internet Connection and network, though CGA maintains a limited backup internet system in the event of Client's system failure by its primary Internet provider. CGA is not responsible for Client's access to the Internet or any interruption of Services or down time of remote access by CGA to Client Camera System caused by loss of Internet service, electricity, or any other issue beyond the control of CGA from its TOC. However, as a safety precaution, CGA shall provide, assuming network service is available at the location a 5G backup modem at CGA's expense which can be activated by CGA in the event of a failure in the Client's Primary Internet Connection and system. Client acknowledges that the Client Camera System and the Security System can be compromised if the codes or devices used for access are lost or accessed by people other than authorized Security Personnel or authorized third party, and CGA shall have no liability for such third-party unauthorized access caused by no fault of CGA. CGA is not responsible for the security or privacy of any network system or router maintained by Client. Client's use of unauthorized wireless Internet access to the Security System is prohibited.

**D. Change in Authorized Personnel.** Client will advise CGA of all changes in authorized personnel or changes in access levels of authorization by providing a notice. All communication by Client to CGA regarding authorized personnel access must be in writing via email to addresses designated by CGA. Changes to access rights and permissions within the CGA administrative panel shall be done by appropriately authorized Client personnel, CGA cannot be held liable for any errant changes to administrative access controls made by Client personnel. The mechanical failure of Client's computer systems, data systems or failure to notify CGA of changes to authorized personnel shall not relieve Client of its obligations under this Agreement and CGA shall not be responsible in any manner whatsoever for any unauthorized activity carried out by the new personnel.

**E. Training.** The Client shall make reasonable efforts to ensure that its authorized personnel and necessary Stakeholders with responsibilities related to the Services undergo the necessary training exercises, at least annually, or as otherwise mandated by CGA from time to time. Client acknowledges and understands that failure by the Client's representatives to undergo such training may jeopardize CGA's ability to effectively provide the Services under this Agreement. Details of the minimum training required to be attended by the Client's representatives may be specified in the relevant Addendum Agreement or may be notified by CGA from time to time.

**7. DATA STORAGE AND BACKUP:** CGA records all Response Data related to emergency response activations of events at the Premises for use by local, state or federal law enforcement. CGA will provide limited access to the Response Data to the Client in accordance with CGA's Privacy Policy. CGA will maintain the Response Data in accordance with its Electronic Data Retention Policy then in effect. CGA shall use all commercially reasonable efforts compliant with industry standards to maintain the security and integrity of the Response Data. Client's data shall be maintained confidentially and shall be retrieved and released only to law enforcement in the course of an investigation, by Client's authorization or by legal process. Notwithstanding the foregoing, CGA shall maintain and store Response Data or Client data for no more than three (3) years, unless otherwise required by law, any governmental agency, or by legal process to maintain the data for a longer period of time.

**8. EMERGENCY RESPONSE MONITORING FROM CGA'S TACTICAL OPERATIONS CENTER:** Upon receipt of an emergency alarm signal from Client (including from an automated sensor such as a video gun detector, from any manual panic button alarm on the Premises or from a person with access to the CGA application for smartphones), CGA's TOC shall immediately attempt to validate the threat and if it determines, in its professional judgment that it is appropriate to do so, shall deploy the CGA Drones in waves and simultaneously make every reasonable effort to notify the appropriate First Responders depending upon the jurisdiction and Client list (provided by Client). Client acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, satellite, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of CGA and are not maintained by CGA, and CGA shall not be responsible for any failure which prevents transmission signals from reaching the TOC or damages arising therefrom, or for data corruption, theft or viruses to Client's computers if connected to the Security System or Backend System. Client agrees to furnish CGA with a written call list of names and telephone numbers of those persons Client has designated as First Responders during a critical event. In addition, CGA will attempt to contact Client's point of contact. Upon receipt of a distress alarm signal, TOC shall deploy and thereafter shall monitor the situation for so long as TOC, in its discretion, deems appropriate in response to the emergency condition.

**9. SERVICE AND/OR REPAIR:** CGA will repair or, at its sole option, replace and pay for shipping costs for any faulty Security System equipment (which includes CGA Beacons, CGA Drones, their camera, speaker, microphone and less-lethal capability supplies, CGA Climate Controllers, CGA Drone Boxes, and CGA Network Video Appliance), at no charge to Client, so long as the damage or faulty equipment was not caused by the lack of due care, neglect, Client tampering, or failure to reasonably safeguard the Security System or equipment.. Any upgrades to the existing Security System not necessitated due to normal wear and tear shall be on terms set out under the relevant Addendum Agreement or as otherwise mutually agreed between the parties at the relevant time. CGA will also repair or replace any Security Equipment damaged during their use in an actual activation during a training exercise conducted by CGA

or during an actual emergency active shooter event; this shall include replacement of any CGA Drones taken as evidence by any government agency. Any repairs or replacements, including shipping costs, resulting from or otherwise caused by Client's lack of due care, neglect, unauthorized access, or failure to adequately safeguard the Security System or equipment shall be borne exclusively by Client. Client can contact CGA for any such repairs at [Repairs@CampusGuardianAngel.com](mailto:Repairs@CampusGuardianAngel.com). Repairs shall be conducted, at CGA's discretion, either at the Premises by an agent or independent contractor of CGA, by a mutually agreed upon contractor of Client's choosing, or by CGA. Client shall not make any repairs or additions to the Security System without CGA's knowledge and written consent.

10. **TESTING OF SECURITY SYSTEM:** CGA shall be allowed to verify the proper working condition of the Security System from time to time, as deemed appropriate by CGA. CGA will provide advance notice to Client. If onsite testing is deemed necessary, CGA or its agent or authorized contractor shall be provided access to the Premises, in coordination with Client.

11. **CARE OF EQUIPMENT / REPAIRS AND ADDITIONS:** Client agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as where CGA specifies its installation. Client agrees to bear the reasonable cost of repairs, replacement, relocation, or additions to the Security System made necessary only as the direct result of any painting, alteration, remodeling or damage done by the Client, except for ordinary wear and tear, in which event repair or replacement shall be made by CGA without additional charge. CGA reserves the right to decommission any equipment deemed outdated or underperforming, provided however that CGA will advise Client in advance of any required hardware upgrade(s) it reasonably determines are necessary to support the Security System. If Client receives written consent to move the Security System, Client must ensure it has proper personnel conducting such move and reinstallation of Security System, and Client agrees to bear full and sole responsibility for any interruption in Services, damage to the Security System, or damage to Client's Premises in connection with moving the Security System. The Security System, once installed, is in the care of the Client, and it is Client's responsibility to notify CGA if any equipment is in obvious need of repair or is damaged or stolen. Notice shall be sent to [Repairs@CampusGuardianAngel.com](mailto:Repairs@CampusGuardianAngel.com). In the event the entire Security System is non-functional, and if Client is in compliance with the terms of this Agreement, if CGA is unable to or fails to repair the Security System into working order within thirty-six (36) hours after notice is given, excluding Saturdays, Sundays, and legal holidays, then Client shall not be responsible for payments due while entire Security System remains inoperable.

12. **ALTERATION OF PREMISES FOR INSTALLATION:** Client may be required to make preparations such as drilling holes, driving nails, making attachments or performing any other necessary alterations to the Premises for the installation of the Primary Internet Connection or the Security System. All such alterations, installations and repair of Premises shall be performed by Client, or by Client's contractors, and the costs shall all be borne by Client. CGA shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the Primary Internet Connection or the Security System. CGA shall not be responsible for the condition of the Premises upon removal of the Security System and Client represents that the owner of the Premises, if other than Client, authorizes the installation of the Security System under the terms of this Agreement.

13. **CLIENT'S DUTY TO SUPPLY ELECTRIC SERVICE:** With regard to all CGA Storage Charging Box units, Client agrees to furnish, at Client's expense, in addition to the Primary Internet Connection, all 110 Volt AC power and electrical outlets and receptacles to charge the CGA Drones in the CGA Drone Boxes, preferably on multiple circuits. Client understands and acknowledges that the Security System is non-solar powered. Clients will make reasonable efforts to ensure that access to all electrical outlets to which the Security System is connected is controlled such that no person, other than Authorized Persons, can access the outlets, turn them off or on, damage or interfere with them in any way.

14. **DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** CGA shall not be liable for any damage or loss sustained by Client as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, unless caused by CGA's sole gross negligence or malicious conduct. In the event the work is delayed through no fault of CGA, CGA shall have such additional time for performance as may be reasonably necessary under the circumstances.

15. **INDEPENDENT CONTRACTOR:** (a) CGA agrees to provide the Services described in this Agreement as an independent contractor and not as an employee, agent, joint venturer, affiliate, or associate of Client. CGA shall hire all necessary personnel and shall be responsible for the payment of all wages, appropriate expenses, and customary taxes and insurance; (b) All CGA Personnel shall be under the direction and control of CGA, who shall solely be responsible for assignments, scheduling and staffing; (c) Except as specified otherwise in the Agreement, CGA shall provide all equipment, mechanisms and software application for the implementation and operations of the Services. Any additional costs not contained in this Agreement will be mutually agreed upon by the parties. All personnel shall be employees of CGA or subcontractors to CGA (when appropriate) and shall not be deemed to be employees of Client.

16. **CGA PROVIDED INSURANCE:** At all times during the term of this Agreement and any Addendum Agreement with Client, CGA will maintain in full force and effect without interruption, the following insurance policies: (a) Workers' Compensation insurance for

CGA employees for the statutory limits applicable to the jurisdictions in which Services are provided under this Agreement; and (ii) Commercial general liability insurance with a single limit of not less than one million dollars (\$1,000,000.00) per occurrence (need to sort through insurance).

17. **ALLOCATION OF RISK:** (a) Client acknowledges that the CGA Drones are carefully manufactured and produced with the utmost care and with full knowledge that they will be used in a school setting. The CGA Drones are operated from a remote Tactical Operations Center ("TOC") by highly skilled and trained operators. The CGA Drones are located throughout the Premises to ensure rapid response to only critical, life-threatening situations, such as active shooters and immediate terrorist threats. The CGA Drones are each equipped with an FPV high definition camera, speaker, microphone, and less-lethal weapons, including pepper or chemical irritants and distraction devices, to be deployed only under emergency circumstances (or perceived emergency circumstances) by the operators in the TOC; (b) Client recognizes that CGA is not an insurer of property or persons and makes no warranty, express or implied, that the Services or the Security System provided will prevent loss, damage or injury to Client, Client's guests, invitees, students, faculty, personnel or facilities from injury or death of any person whomsoever or the consequences therefrom.

18. **INDEMNIFICATION:**

Both Parties, and to the extent permitted by applicable law, shall indemnify, defend and hold the other, its partners, shareholders, directors, officers, employees, and agents harmless from and against any and all third-party suits, actions, investigations, and proceedings, and related costs and expenses (including reasonable attorney's fees) resulting solely and directly from the indemnifying party's negligence or willful misconduct under this Agreement. Neither Party shall, to the extent permitted by applicable law, be required hereunder to defend, indemnify, or hold harmless the other and/or its partners, shareholders, directors, officers, directors, employees, and agents, or any of them, from any liability resulting from the negligence or wrongful acts of the party seeking indemnification or of any third-party. Both Parties agree to give the other prompt written notice, and no less than thirty (30) days, of any claim or other matter as to which it believes this indemnification provision is applicable. The indemnifying party shall have the right to defend against any such claim with counsel of its own choosing and to settle and/or compromise such claim as it deems appropriate. Each party further agrees to cooperate with the other in the defense of any such claim or other matter.

19. **NO THIRD PARTY BENEFICIARY RIGHTS:** Nothing in this Agreement nor any Addendum Agreement is intended to confer any rights or remedies on anyone other than the parties to the Agreement and Addendum Agreement and their respective successors, representatives and assigns. The provisions of this Agreement and any Addendum Agreement shall not entitle any person not a signatory thereto to any rights as a third party beneficiary, or otherwise, it being the specific intention of the parties hereto to preclude any and all non-signatory parties from any such third party beneficiary rights, or any other rights whatsoever, unless expressly stated herein.

20. **ASSIGNMENT:** Neither Client nor CGA shall assign this Agreement or Addendum Agreement, nor assign any rights arising under or to allow the same to be assigned by operation of law or otherwise without the prior written consent of both parties, which consent shall not be unreasonably withheld provided that either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a merger, acquisition, sale of substantially all of such party's business or assets relating to this Agreement, reorganization, or similar transaction. Further, under particular circumstances, CGA may need to sub-contract with other licensed security providers or general contractors to provide services under this Agreement or Addendum Agreement. Client authorizes CGA to subcontract when necessary to provide such services.

**REMOVAL OF SECURITY SYSTEM:** Upon termination of this Agreement or of any Addendum Agreement, CGA shall be permitted to remotely delete programming and, with advance notice, be allowed access to Client's Premises to remove the Security System. CGA will provide Client with at least ten (10) business days' notice of its intent to enter the Premises for that purpose, and will coordinate with Client to cause the least amount of disturbance to the Premises and the school operations. In the event CGA, its agents or contractors are prevented from removing the Security System, through no fault of CGA, Client acknowledges that the Services are nevertheless terminated and the Services herein will not be provided, even though the Security System physically remains on the Premises.

21. **LIMITED WARRANTY ON EQUIPMENT:** The Security System remains the personal property of CGA. Client acknowledges that the Security System is designed to handle one or more points of failure of equipment and the inoperability of a small number of drones on the Premises will not have any significant impact on the efficacy of the Security System to respond to an emergency condition. In the event that any part of the Security System's equipment becomes defective, as set forth in Section 9 ("Service and/or Repair") above, CGA reserves the option to either replace or repair the equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include replacing batteries, or damage due to neglect or lack of due care by the Client, Client tampering, failure to reasonably safeguard the Security System or

equipment, or unauthorized access. Except as set forth in this Agreement, CGA makes no express warranties as to any matter whatsoever.

(we need to work through this)

**22. NON-SOLICITATION:** To the extent not prohibited by law, Client agrees not to directly or indirectly employ, or solicit or call upon any person who is an employee of CGA who works or worked for Client under this Agreement for the purpose of, or with the intent of, enticing such employee away from or out of the employ of CGA, on Client's own behalf or on behalf of any competitor of CGA, during the Term of this Agreement and for one (1) year thereafter. Each employee of CGA has undergone extensive training, and coupled with their experience, would be difficult to replace.

**23. CONFIDENTIALITY:** (a) Each party (the **"Receiving Party"**) understands that the other party (the **"Disclosing Party"**) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as **"Proprietary Information"** of the Disclosing Party). Proprietary Information of CGA includes the Security System and all non-public information regarding features, functionality and performance of the Service and the CGA Technology. (b) The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information indefinitely, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. (c) The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (i) is or subsequently becomes publicly available without breach of any obligation under this Agreement by the Receiving Party; (ii) was in the possession of or was known to the Receiving Party prior to the time of first disclosure hereunder; (iii) is developed by the other Receiving Party without any use of or reference to any Proprietary Information received from the Disclosing Party; (iv) is obtained by the Receiving Party without restriction from a third party that it reasonably believed to be free to provide such information without breach of any obligation owed to the Disclosing Party; (v) is disclosed with the prior written approval of the Disclosing Party; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other government body. This provision shall survive the termination of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, nothing herein may be construed as a limitation on Client's obligations under the Texas Open Meetings Act and Texas Government Code Chapter 551, and no disclosure pursuant to these provisions shall constitute a breach of this Agreement. Further, notwithstanding any provision of this Agreement to the contrary, nothing herein may be construed as a limitation on the Client's obligations under the Texas Public Information Act, Texas Government Code Chapter 552, and no disclosure of materials required by the Act shall constitute a breach of this Agreement.

CGA shall notify Client, immediately but no later than three (3) business days, after CGA receives any requests for information from a third-party outside of the scope of this agreement (such as a subpoena), which pertains to the documentation and records maintained by CGA on behalf of the Client. CGA shall provide a copy of such request for records unless otherwise prohibited by law.

**24. DATA PROTECTION:** The parties acknowledge that access and distribution of Personal Data may be necessary for the proper performance of the Services as set out in this Agreement. In performing its obligations under this Agreement, CGA shall act as data processor in respect of its processing of Personal Data received from the Client and the Client shall act as a data controller. Client (in its capacity of a data controller) and CGA (in its capacity of a data processor acting on behalf of the data controller) must comply, and must ensure that all of its personnel comply, with the requirements of the applicable privacy laws in respect of all Personal Data collected, used, stored, or otherwise dealt with under or in connection with this Agreement. CGA accordingly will take the technical and organizational measures as per the prevailing industry standards as may be necessary to keep such Personal Data secure and to process it for providing the Services. Client shall inform the individuals to whom the Personal Data relates, that it might be necessary for Client to disclose their Personal Data to third parties and Client shall obtain their express consent to do so. At the request of Client, CGA will be required to enter into a Data Processing Agreement ("DPA") setting out the details on how the Personal Data will be stored and processed.

**25. NOTICES:** All notices required from one party to the other hereunder shall be in writing and delivered either in person, by certified mail, return receipt requested (postage prepaid), by confirmed facsimile or electronic mail, or by nationally recognized overnight courier addressed to the respective to the respective parties below, as follows:

Notice to Client shall be sent to:

City, State Zip Code

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

CLIENT NAME

Attention: \_\_\_\_\_

ADDRESS 1

ADDRESS 2



Notice to CGA shall be sent to:  
MITHRIL DEFENSE, INC.  
Attention: Chief Executive Officer  
6705 W. Highway 290, Suite 607 #1099

Austin, Texas 78735-8407  
Email: [legal@campusguardianangel.com](mailto:legal@campusguardianangel.com)  
Phone: 512 985 9800

All notices will be deemed delivered (a) on the date of actual delivery in the case of certified mail, overnight courier or hand delivery; or (b) in the case of electronic communication (electronic mail) on the date of confirmed delivery.

26. **TERMINATION:**

**A. Termination By CGA For Good Cause:** CGA may, by not less than sixty (60) days' Notice to Client, terminate this Agreement or, at its option, any specific Addendum Agreement, for good cause upon the occurrence of any of the following events:

- (i) if Client fails to pay any undisputed invoice or portion thereof, i within thirty (30) days after receiving written Notice from CGA that such payment is overdue;
- (ii) if Client fails to remedy a failure in the performance of the obligations hereunder after CGA has given Notice to Client of any such failure, and Client has failed to remedy same within sixty (60) days of receiving said Notice or within such further period as CGA may have subsequently approved in writing; or
- (iii) if Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days, or such longer period as CGA may have subsequently approved in writing, following the receipt by Client of CGA's Notice specifying such breach.

**B. Termination By Client For Good Cause:** Client may, by not less than sixty (60) Days' Notice to CGA, terminate this Agreement for good cause upon the occurrence of any of the following events:

- (i) if CGA fails to remedy a failure in the performance of the obligations hereunder after Client has given Notice to CGA of any such failure, and CGA has failed to remedy same within sixty (60) days of receiving said Notice or within such further period as Client may have subsequently approved in writing; or
- (ii) if CGA is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days, or such longer period as Client may have subsequently approved in writing, following the receipt by CGA of Client's Notice specifying such breach.

**C. Termination by Either Party for Convenience:** Either party, in its sole discretion, without penalty, may terminate this Agreement or any Addendum Agreement, in whole or in part, at any time without good cause, by providing ninety (90) days' prior written Notice to the other party.

**D. Cessation of Rights and Obligations:** Upon termination of this Agreement and each Addendum Agreement as specified in Section 5 ("Term and Expiration of Agreement / Renewal"), whether for good cause or for convenience, all rights and obligations of the parties hereunder shall cease, except that the following provisions shall survive:

- (i) such rights and obligations as may have accrued to the date of termination, including payment obligations by Client;
- (ii) all indemnity and defense obligations hereunder;
- (iii) any right which a party may have at law or under this Agreement; and
- (iv) such provisions that by their nature survive termination of an agreement.

27. **WAIVER:** The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of the breach of any term, agreement, covenant, representation or warranty contained in this Agreement, whether by conduct of otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other term, agreement, covenant, representation or warranty of this Agreement.

28. **REPRESENTATIVE CAPACITY:** Each signatory to this Agreement in a representative capacity represents and warrants they are authorized to execute the Agreement on behalf of the person or entity on whose behalf their signature is affixed.

29. **GOVERNING LAW; DISPUTE RESOLUTION**

**A. Governing Law:** This Agreement and every Addendum Agreement shall be governed by and construed under the laws of the State of Texas, except for federal aviation laws issues which shall be governed by the federal laws of the United States.

**B. Dispute Resolution:** The parties agree that any claim or dispute it may have against the other must be resolved by a court located in Kendall County, Texas. The parties agree to submit to the personal jurisdiction of the courts located within Kendall County, Texas for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of Texas without regard to conflict of laws provisions. (i.) In the event of any dispute under this Agreement or to any Addendum Agreement, the parties first shall consult and negotiate with each other in good faith for a period of seven (7) days to attempt to reach a just and equitable resolution satisfactory to the parties. If the dispute cannot be settled through negotiation within such seven (7) day period, the parties agree to attempt in good faith to settle the dispute through mediation (online or in person in Kendall County, Texas), administered by a mediator mutually agreeable to the parties, before resorting to litigation. The costs of mediation to be borne equally among the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not reach such resolution, , then upon notice by either party to the other, they may commence litigation.

30. **ATTORNEY FEES:** In the event any legal action or proceeding is necessary or appropriate to enforce or construe any provision of this Agreement or any Addendum Agreement, or to seek relief for the breach thereof, the prevailing party in such action or proceeding shall be entitled to recover its reasonable costs incurred, including reasonable attorney fees.

31. **FORCE MAJEURE:** The obligations of the Parties hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, pandemic, endemic, or events beyond the Parties reasonable economic control. The Parties may without prior notice, temporarily suspend or terminate Services, in its sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, pandemic or endemic, or in the event of the other Parties default in performance of this Agreement or Addendum Agreement, or in the event that the TOC, the Security System, the Backend System or the Client Camera System or Internet, or the communication network is non-operational.

32. **FULL AGREEMENT - INTEGRATION / SEVERABILITY / AMENDMENTS:** (a) This Agreement and any Addendum Agreements set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior and contemporaneous negotiations, promises, covenants, agreements, representations, arrangements, undertakings and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made which is not embodied in this Agreement or Addendum Agreement. None of the parties shall be bound by or liable for any alleged representation, promise, inducement or statement not set forth herein; (b) This Agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein; (c) Should any provision of this Agreement be deemed void, the remaining parts shall be enforceable; (d) This Agreement and any Exhibits may only be amended, modified, superseded or canceled in writing executed by each of the parties. (e) Should any conflict arise between the terms of this Agreement and any Addendum Agreement, the terms of this Agreement shall control.

**COMPLIANCE WITH LAW:** (a) CGA shall, at its own cost and expense, comply in full with all Governmental Regulations associated with the Services provided under this Agreement. (b) Client shall, at its own cost and expense, comply in full with all applicable Governmental Regulations

33. **SURVIVAL:** All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership and intellectual property, accrued rights to payment, confidentiality obligations, data protection, dispute resolution, effects of termination, warranty disclaimers, exclusions, indemnity and limitations of liability.

34. **INTERPRETATION OF AGREEMENT:** The language of this Agreement shall in all cases be interpreted as a whole, according to its fair meaning, and not strictly for or against any of the parties, regardless of which is the drafter of this Agreement.

35. CGA certifies that it understands that Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with school districts ("Contractors") and entities that contract with school district contractors ("Subcontractors"). Texas Education Code §22.08341 requires that CGA obtain criminal history record information ("CHRI") on Covered Employees with Disqualifying Criminal Histories (each defined below). These persons are prohibited from serving at a school district. Because of restrictions on what entities may access such information, prior to commencement of Services under this Agreement, using the process established by the Client, CGA will be required to arrange with the Client to obtain the national criminal history record information ("CHRI") on all of CGA's

employees, independent contractors, agents, or Subcontractors, if any of these persons is a “Covered Employee” as defined by the Statute, i.e. the person has or will have continuing duties related to the contracted for services, and said person has or will have the opportunity for direct contact with students in connection with those continuing duties. CGA will also be required to reimburse the Client for the costs and expenses associated with obtaining the criminal history information. Furthermore, CGA will be required to agree to accept the Client’s interpretation of the report as to whether any Covered Employee has been determined to have a Disqualifying Criminal History and will be required to be excluded from assignment under this Agreement. CGA will not assign or permit Covered Employees (of either CGA or any of its subcontractors, independent contractors, or consultants) with a Disqualifying Criminal History to performing any work on the Client’s Project or property.

36. CGA must take all precautions necessary for the safety of and prevention of damage to the Client’s property and for the safety of and prevention of injury to persons, including the Client’s employees and students, CGA employees, and third parties (guests, invitees, etc.), on the Client’s property. All service must be performed at CGA’s risk.

37. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

38. Renewal of this Agreement (if appropriate) will be in accordance with the Texas Local Government Code Section 271.903 concerning the non-appropriation of funds for multi-year contracts. The Client reserve the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Agreement.

**THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, USING ELECTRONIC SIGNATURES OR DIGITAL TECHNOLOGY (SUCH AS DOCUSIGN), AND AN ELECTRONIC OR FACSIMILE COPY AND SIGNATURE PAGE WILL HAVE THE SAME FORCE AND EFFECT AS THE ORIGINAL.**

IN WITNESS HEREOF, parties have executed this contract as of the day, month and year indicated above.

**MITHRIL DEFENSE, INC.**  
***dba* CAMPUS GUARDIAN ANGEL**

**[CLIENT]**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**EXHIBIT "A"**

**FORM OF**

**ADDENDUM AGREEMENT NO. \_\_\_\_**

This Addendum Agreement (the "**Addendum Agreement**") is effective as of ● ●, 202● and is entered into by Mithril Defense, Inc., a Delaware Corporation, doing business as Campus Guardian Angel (hereinafter "CGA") and Client Name ("Client"). CGA and Client (collectively, the "Parties"). Unless otherwise defined herein, capitalized terms used in this Addendum Agreement shall have the meanings ascribed to them in the Agreement (as defined below).

Subject to the terms and conditions of the Master Security Services Agreement ("**Agreement**") entered into by and between the parties as of ● ●, 202●, as amended from time to time, the Parties agree to the following:

- A. **Scope of Services:** Mithril Defense *dba* Campus Guardian Angel ("CGA"), shall provide the number of specified Drones, Drone Boxes and other equipment to the Premises, specified below, and will be placed in the CGA Drone Boxes ready for immediate deployment.

Upon activation of a distress signal or alarm, CGA's professional operators located in the remote Tactical Operations Center ("TOC") shall immediately jaccess the School Camera System to assist in the location of the event, then as deemed appropriate, deploy the Drones toward a perceived threat (in waves), employ the use of the 3-dimensional map of the Premises, while simultaneously coordinating with the Client's on-site security personnel, liaison with local law enforcement and other first responders, all with the purpose of saving lives and neutralizing the threat as quickly as possible.

The Drones will each be equipped with a camera, speaker, microphone and less-lethal weapons, such as pepper or chemical spray or rounds and distraction devices such as sirens and flash bangs. Due to the close proximity of students and other persons, the propellers will all have guards so as to minimize the risk of injury. Drones are also capable of kinetic strikes on a suspect, if deemed a reasonable use of force at the time of the incident, and capable of penetrating through non-reinforced windows.

Operators in the TOC shall, at all times, follow Use of Force guidelines where the preservation of human life is critical, and the use of force, if any, shall be governed by accepted standards in the security industry.

- B. **Location(s) For Security Services Provided By Campus Guardian Angel:** \_\_\_\_\_ ("**Premises**").

- C. **Dates of Active Services:** (Specify months, excluded holidays and school breaks) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- D. **Student Census (As Provided By Client):** \_\_\_\_\_

- E. **Number of Client Cameras on Premises:** \_\_\_\_\_

- F. **CGA Provided Security Systems and Equipment** (Specify Number of Each, if more than one):

- ☐ \_\_\_ CGA Drones (Each Equipped With Camera, Speaker, Microphone and Less-Lethal Weapons)  
☐ \_\_\_ CGA Drone Boxes  
☐ \_\_\_ CGA Network Video Appliance

- ☐ \_\_\_ CGA Climate Controllers  
☐ \_\_\_ CGA Beacons

- ☐ CGA Software for Smartphone users (Subject to License End User Agreement)
- ☐ 3-Dimensional Mapping of School Premises

G. **Equipment Delivery Date:** \_\_\_\_\_

H. **Installation Date(s):** \_\_\_\_\_ **(Client shall be responsible for installation of all items specified in the introductory section of the Agreement in the box labeled “Security System – Company Provided Systems,” including the retention of competent personnel or contractors to install such equipment, wiring, and CGA Network Video Appliances.**

I. **System Testing Date:** \_\_\_\_\_

J. **System “Go Live” Date (Goal):** \_\_\_\_\_

K. **Initial Term:** \_\_\_\_\_

L. **Training:**

Security Personnel Orientation And Training Date(S): \_\_\_\_\_

Law Enforcement Personnel Orientation And Training Dates(S): \_\_\_\_\_

School Faculty & Administrative Employees Orientation And Training Date(S): \_\_\_\_\_

M. **Terms of Upgrade:**

N. **False Alarms:**

(a) Number of False Alarms requiring compensation under Section **Error! Reference source not found.** of the Agreement – [TBD by CGA per each Addendum Agreement].

(b) Number of False Alarms constituting Excessive False Alarms enabling termination under Section 26(A) of the Agreement – [TBD by CGA per each Addendum Agreement].

### **BILLING RATES**

The billing rates for the Security System shall be as follows:

[Mithril To Provide]

### **PAYMENTS**

CGA shall invoice Client for services rendered in advance of every month (or at such other time as mutually agreed in writing between the parties).

Invoices are due and payable upon receipt and become delinquent seven (7) days after receipt.

Client agrees to pay all invoices in the full amount without offset of any kind or nature unless there is a good faith dispute concerning the quantity or quality of Services, in which event Client agrees to pay the undisputed amount and to notify CGA as to the reason for the dispute and the value thereof.

Should Client not make payment in full within the time stated in subparagraph (b) above, then Client will be subject to pay CGA a late charge of one and one-half percent (1.5%) per month on such overdue amount, including prior late charges, until paid in full. Late charges will not be applied to unpaid amounts disputed by the Client in good faith.

### **MISCELLANEOUS**

REPRESENTATIVE CAPACITY: Each signatory to this Addendum Agreement in a representative capacity represents and warrants they are authorized to execute the Agreement on behalf of the person or entity on whose behalf their signature is affixed.

**THIS ADDENDUM AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, USING ELECTRONIC SIGNATURES OR DIGITAL TECHNOLOGY (SUCH AS DOCUSIGN), AND AN ELECTRONIC OR FACSIMILE COPY AND SIGNATURE PAGE WILL HAVE THE SAME FORCE AND AFFECT AS THE ORIGINAL.**

IN WITNESS HEREOF, parties have executed this Addendum Agreement as of the day, month and year indicated above.

**MITHRIL DEFENSE, INC.**  
***dba* CAMPUS GUARDIAN ANGEL**

**[CLIENT]**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

EMAIL: \_\_\_\_\_