

FORTIFIED GENERIC EQUIPMENT LEASE & LICENSING AGREEMENT

This Generic Equipment Lease and Licensing Agreement (the "Agreement") is made and entered upon the verbal or written purchase order requesting delivery of parts, material, and service and subsequent invoicing by Fortified Incorporated, LLC ("Lessor") for said parts, material, and service, and the receiving company responsible for payment ("Lessee" and/or "Purchaser"), collectively referred to as the "Parties". Agreement shall be null and void if a separate standalone, non-generic Agreement has been properly dated and executed by Parties.

WHEREAS, Lessor has developed, owns, or has the right to use and license certain equipment (the "Equipment"), software applications and online cloud service used in connection with the Equipment (the "Software") that allows, among other things, monitoring, tracking, data collection, and first responder communication for construction and job sites (the "Services").

WHEREAS, Lessee desires to license the Software from Lessor on a non-exclusive basis, and to engage Lessor to provide the Services, as set forth herein;

WHEREAS, Lessee desires to lease from Lessor the Equipment;

WHEREAS, Lessor and Lessee have entered into this Agreement with an ability to bind their respective Parties to set out the terms and conditions on which Lessor will make available the Equipment, Software, and Services, to Lessee.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee (each, a "Party" and collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

- 1. Equipment.** Lessor hereby leases to Lessee the Equipment as set forth in written documentation, quotation, proposals or similar provided in the course of business to Lessee. Lessee has agreed to select for lease the Equipment as set forth in the materials provided by Fortified and in reliance thereon such Equipment will be produced by Lessor. Lessee hereby authorizes Lessor to insert in invoicing serial numbers or other identifying data with respect to the Equipment leased by Lessee.
- 2. Service Deliverables.** During the Term of Agreement, Lessor shall provide Lessee the Services, as exclusively set forth in documentation provided to Lessee in the course of business for the purpose of servicing and supporting the Equipment and Software.
- 3. Term.** This Agreement shall commence upon a verbal or written purchase order, work order, or similar received from Lessor by Lessee authorizing to both commence delivery and to terminate service ("Term"). In all cases, the Term shall cease when equipment is returned

to or recovered by Lessor. In the event of recovered equipment for failure to pay, Lessee may still have financial obligations to Lessor that may or may not be forgiven at Lessor's discretion.

Extension of Term beyond the initial written or verbal scope that was used to commence delivery of merchandise or service from Lessor is at the discretion of Lessor who may consider changes in construction schedules and project delays. Lessee may request shipment of equipment thirty (30) days after verbal or written request of service which Lessor will satisfy pending material availability. Unless authorized in writing by Lessor, lease payments and equipment shipping will commence within ninety (90) days of Effective date.

4. **Lease Payments.** Lessee agrees to pay to Lessor the amounts ("Lease Payment(s)") according to documentation used to enter into the Agreement. Unless specified on the invoice from Lessor, Lease Payments will be made each month plus applicable taxes in advance on the first day of each month to: Fortified at 5353 Main Street, # 150, Williamsville, NY 14221, or via mutually agreed electronic transfer, or at any other address designated by Lessor. In addition to taxes, if any, and specific to Lighthouses, Lessee will pay fifteen (15) days after delivery all costs associated with transporting Lighthouse equipment to the site ("Mobilization Costs"). Lessor may prorate and add the Mobilization Costs to the remaining monthly Lighthouse Lease Payments to prefund return shipping costs ("Return Costs") of Lighthouses. In the event that prefunded Lighthouse Return Costs are insufficient; Lessor will invoice Lessee for the balance. If a surplus is accrued, Lessor will return unused shipping funds to Lessee without interest upon the return of Lighthouse units at the written request by Lessee within thirty calendar days of equipment return or retrieval. Lessor, at Lessee's request, may delay the start date pursuant to mobilization delays but in no way will such delays or changes in schedule reduce the number of payments made to Lessor as agreed in material used to enter into Agreement. If the Term does not start on the first day of the month or end on the last day of a month, the Lease Payment will be prorated accordingly. If any amount under this Agreement is more than thirty (30) days late, Lessee agrees to pay a late fee of two times the monthly Lease Payment, compounding monthly until all Lease Payments and other amounts due hereunder are paid in full. Lessor reserves the right to restrict, or limit the function of the Equipment, Software, or Services, until the Lessee's outstanding balance of Lease Payments is paid in full.

5. **Security Deposit.** No more than thirty (30) days or prior to shipment of the Equipment, Lessee, if invoiced, shall deposit with Lessor a security deposit equal to one month's Lease Payment, as security for the performance by Lessee of the terms under this Agreement, for, among other things, any damages caused by Lessee or Lessee's agents to the Equipment (the "Security Deposit"). Lessor may use part or all of the Security Deposit to repair any damage to returned Equipment. Within fifteen (15) days after Lessor provides notice to Lessee that Lessor has applied any portion of the Security Deposit to the curing of any damage, Lessee shall restore said Security Deposit to the full amount. On the expiration or earlier termination of this Agreement, or any extension or renewal thereof, provided Lessee has paid all Lease Payments herein called for and fully performed all other provisions of this Agreement with respect to such schedule, Lessor will return to Lessee any then remaining balance of the Security Deposit, without interest. Said Security Deposit may be commingled with Lessor's other funds. Lessee shall not

apply or deduct any portion of Security Deposit from the last or any month's Lease Payment. Lessee shall not use or apply any such Security Deposit at any time in lieu of Lease Payment. If Lessee breaches any terms or conditions of this Agreement, at the sole option of the Lessor, Lessee shall forfeit the Security Deposit.

6. **Delivery, Acceptance, Installation.** Excluding Lighthouses, Lessor shall be responsible for delivery costs of the Equipment to Lessee's location unless shipping is notated on invoice. Lessor shall have no liability for any delivery or failure by a supplier of Equipment to fill a purchase order or to meet the conditions thereof. Lessor shall deliver the Equipment to Lessee on or before ninety (90) days from the receipt of verbal or written purchase order, work order, or similar pending equipment availability (the "Delivery Date"). All risk of loss and destruction of the Equipment shall pass to Lessee upon delivery to the address set forth in business correspondence to enter into Agreement. Upon delivery of the Equipment, Lessee shall have five (5) days to inspect the Equipment. If the Equipment is not strictly in conformance with any warranties set forth herein or is defective, excluding any Equipment defects or failures caused by Lessee's improper installation, use, or any other improper or unauthorized activities (a "Warranty Claim"), Lessee shall notify Lessor, in writing, setting forth the specific rejected Equipment and reasons thereto (a "Rejection Notice"). If Lessor does not receive a Rejection Notice within ten (10) days after the Delivery Date, Lessee is deemed to have accepted the Equipment and shall have no further right to reject the Equipment. Lessor shall have no obligation to Lessee under this Agreement if the Equipment, for whatever reason, is not delivered to Lessee within ninety (90) of the Delivery Date. The Delivery Date may be changed, by mutual written consent of the Parties. If Lessee submits a Rejection Notice, Lessor shall be first given the opportunity to inspect the allegedly defective Equipment. If Lessor determines that the Warranty Claim is valid, all such defective Equipment may be returned to Lessor for refund, repair, replacement, or other correction and redelivery to Lessor within such time as agreed upon by the Parties. Lessee shall be responsible for any cost, expense or risk associated with or in connection with any defect, repair, replacement, or correction to or in the Equipment, as a result of Lessee or third-party installation of the Equipment. Every Warranty Claim under this Agreement shall be void unless (i) a timely and satisfactory Rejection Notice is received by Lessor; (ii) Lessor is given the opportunity to inspect the allegedly defective Equipment; and (iii) the Equipment subject to an Rejection Notice is covered under this warranty.

7. **Possession and Surrender of Equipment:** Lessee shall be entitled to possession of the Equipment upon delivery, only. Notwithstanding the foregoing, Lessee acquires no ownership rights in the Equipment and has no option to purchase the same. At the expiration of the Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement. Lessor will examine the equipment upon delivery to Lessor's premises. Lessor will deduct from the Security Deposit and/or Lease End Refund amount to repair, restore, refuel equipment. Lessor will then either return the remaining balances of the Security Deposit and Lease End Refund Amount within thirty (30) calendar days, or refund all of the deposit and the Lease End Refund if no deductions are made so long as Lessee requests funds in writing. Unrequested funds will be forfeited forty-five (45) calendar days after equipment has

been returned. Equipment returned in non-operable or non-repairable condition that surpasses Security Deposit and Lease End Refund amounts will be invoiced to Lessee. Lessee shall have thirty (30) days to pay the invoice. Lessee grants Lessor the ability to take any means necessary to recover unpaid invoices for damaged equipment. Lessee will be given twenty (20) calendar days to return the Equipment to Lessor at the end of the Lease Term. Equipment not required to be returned pursuant to documents used to enter into business between Parties will be deemed abandoned. Lessee is free and clear to destroy, remove, or abandon in place all non-returned equipment. Parties agree the value of non-returned equipment at the expiration of the Term is zero (\$0) dollars and no title or rights thereto is transferred to Lessee.

8. **Use of Equipment.** Lessee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance or storage of the Equipment. Lessee shall not make any alterations, additions or improvements to the Equipment. All additions, repairs, or improvements made to the Equipment shall belong to Lessor. The Equipment shall be kept at the location delivered to and shall not be removed without Lessor's prior written consent.

9. **Equipment, Maintenance, Damage, and Loss.** Lessee will, at Lessee's sole expense, setup, keep, and maintain the Equipment in clean and in good working order during the Lease Term. Any fuel or energy costs to operate Equipment shall be paid by the Lessee. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment pursuant to each component's scheduled costs in Exhibit A. Lessee shall bear the entire risk of loss, theft, damage or destruction of the Equipment from any cause whatsoever, and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to pay the Lease Payments hereunder or to comply with any other obligation under this Agreement. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair at Lessee's expense acquired through Lessor. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall replace the same with like Equipment in good repair, ordered through Lessor.

10. **Equipment Limited Warranty.** Lessor warrants for twelve months from Delivery that the Equipment will be free from defects in material comprising the same and in Lessor's workmanship. Lessor will, at its own expense and option, either repair or replace any defective Equipment, provided that Lessee has notified Lessor in writing within twelve months after Delivery, and upon inspection, Lessor has found such Equipment to be defective and covered by this limited warranty. Lessee's sole and exclusive remedy will be limited to such repair or replacement f.o.b. Lessor's facility. The warranties set out above do not cover accidents, fire, theft, neglect, abuse, acts of God or other such casualties, or any other conditions or events occurring external to the Equipment. THIS EXPRESS LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ALL OF WHICH LESSOR HEREBY EXPRESSLY DISCLAIMS.

11. **Encumbrances, Taxes And Other Laws:** Lessee shall keep the Equipment free and clear of any liens, levies or other encumbrances, and shall not permit any act where Lessor's title

or rights may be negatively affected. Lessee shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Furthermore, Lessee shall be responsible for, and shall promptly pay all taxes (local, state, and federal), fees, licenses and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment as applicable.

12. **Equipment Ownership.** The Equipment is and shall remain the exclusive property of Lessor, and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement. The Equipment shall remain personal property even though installed in or attached to real property.

13. **Software License.**

(a) **Grant of Rights.** Lessor hereby grants to Lessee a nonexclusive, revocable, non-transferable right and license to access and use the Software, via the internet and in object code form only, in the United States of America, for the sole purpose of using and operating the Equipment and the Services. Notwithstanding the foregoing, Lessor is not granted a license to any software.

(b) **Scope of Use.** The Software will reside on Lessor's server (the "Installation Site") and Lessee shall be permitted to access and use the Software via the Internet in object code form only, in the United States of America, for its own internal business purposes. The Software may be used solely by Lessee's users that are provided a username and password (each, an "Authorized User"). Lessee may require persons at their location to be an Authorized User. Each person will have their own username and password and Lessor may, but is not obligated to, allow certain Authorized Users to continue to use the Services after the Term. Each Authorized User shall be subject to the Terms of Service, viewable at www.fortifiedinc.com, as amended, from time to time, by Lessor. Lessee shall not permit or authorize any user, affiliate, or third party to (i) rent, lease, transfer, license, or otherwise permit anyone to use the Software; (ii) use the Software to provide services to third parties, or in any way that violates applicable law; (iii) circumvent or disable any security or other technological features or measures of the Software, or attempt to probe, scan or test the vulnerability of a network or system, or to breach security or authentication measures; (iv) upload or provide for processing any information or material that is illegal, defamatory, offensive, abusive, obscene, or that violates privacy or intellectual property rights of any third party in our sole discretion; (v) use the Software to harm, threaten, or harass another person or organization; or (vi) send, store, or distribute any viruses, worms, Trojan horses, or other disabling code or malware component harmful to a network or system. Lessee will not copy, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of any Software or provide, disclose, or make the Software available to any third party. Lessee will neither alter nor remove any trademark notice, copyright notice, or other proprietary rights notice that may appear in any part of the Software and will include all such notices on any copies. Lessee shall ensure that their affiliates and permitted third parties comply with this Agreement. Lessee will be directly and fully responsible to Lessor for any third party use, conduct and/or any breach of this Agreement. Lessor reserves the right to

deactivate, change, or require Lessee to change user ID, account, and any custom or vanity URLs, custom links, or vanity domains it may obtain through the Software for any reason or for no reason at all. Lessor may exercise such right at any time, with or without prior notice.

(c) Content. The Software allows Lessee and its Authorized Users to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (“Lessee Data”). Lessee and its Authorized Users are responsible for the Lessee Data that it posts or uploads on or through the Software, including its legality, reliability, and appropriateness. By uploading or otherwise making available Lessee Data, Lessee automatically grant and/or warrant that the owner, if not Lessee, has granted Lessor the perpetual royalty-free, non-exclusive right and license to use, reproduce, modify, publish, distribute, perform, display and transmit the Lessee Data. Lessee also permits Lessor to access, view, store and reproduce the Lessee Data to the same extent permitted herein. By posting Lessee Data on or through the Software, Lessee represents and warrants that: (i) the Lessee Data is owned by Lessee and/or Lessee has the right to use it and the right to grant Lessor the rights and license as provided in this Agreement, and (ii) that the posting of Lessee Data on or through the Software does not violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person or entity. Lessor reserves the right to terminate the Software if any Lessee Data infringes a third-party copyright or intellectual property right. Lessee retains any and all rights to any Lessee Data that it submits, posts or displays on or through the Software and Lessee is responsible for protecting those rights. Lessor takes no responsibility and assume no liability for Lessee Data it or any third-party posts on or through the Software. Lessor has the right but not the obligation to monitor and edit all Lessee Data provided by users.

(d) Proprietary Rights. All right, title and interest, including any and all Intellectual Property Rights, in and to the Software, and all copies and portions thereof, and any changes, updates or corrections to the Software, and all hardware, code and logic, which describes and/or comprises any portion thereof (collectively, “Lessor Property”), with the exception of any Lessee Data, shall be the sole and exclusive property of Lessor. If Lessee or any of its directors, officers, employees, agents or shareholders are ever held or deemed to be the owner of any rights in or to the Lessor Property, then Lessee (and its directors, officers, employees, agents and shareholders, as applicable) expressly agree to execute an assignment and does hereby irrevocably assign to Lessor all of its rights, title and interest in and to such Lessor Property and agrees to execute any and all documents which are reasonably necessary to implement and confirm to fulfill the intent of this Section. “Intellectual Property Rights” means any and all right, title and interest, express or implied, arising or existing as of the Effective Date throughout the world, including but not limited to, all patent, patent registration, copyright, trademark, trade name, service mark, service name, trade secret or intellectual property or other proprietary right arising or enforceable under any federal or state law, rule or regulation applying to any technology, system, invention, discovery, know-how process, method, information, medium or content, including, but not limited to, text, print, marks, logos, designs, drawings, graphical works, speech, computer software, documentation, and any other works of authorship and in any form, method or manner of expression or communication now known or hereinafter becoming known.

(e) License Restrictions. Lessee may not carry out any modifications, alterations, or adaptations on or to the Software without the prior written consent of Lessor. Lessee shall not itself nor permit any third parties to disassemble, decompile, translate, reverse engineer, or create derivative works from the Software, or attempt to duplicate the source code relating to the Software. The Software and any of the rights, duties or obligations of Lessee under this Agreement may not be directly or indirectly rented, leased, distributed, assigned, subcontracted, sub-licensed, used in a service bureau environment, or otherwise be transferred or made available to any third party without the prior written consent of Lessor. Lessee shall not: send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material; send or store malicious code; interfere with or disrupt the integrity or performance of the Software, the hosted environment, or the data contained therein; or attempt to gain unauthorized access to the Software, the hosted environment, or their related systems or networks. No identifying marks, legends, logos, copyright or proprietary notices may be deleted from the Software by Lessee. When using Internet-based features, Lessee may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to any service, data, account or network, in an unauthorized manner.

(f) Reservation of Rights. Lessor reserves for themselves all rights in and to Lessor Property not expressly granted to Lessee. In no event shall Lessee use any trademarks or service marks of Lessor without Lessor's prior written consent. Lessee acknowledges that the names and marks of Lessor are the exclusive property of Lessor and Lessee has not acquired and will not acquire any proprietary rights thereto by reason of this Agreement. Notwithstanding anything to the contrary, should this Agreement expire or Lessee materially breach this Agreement, Lessee shall no longer have the right to continue to use Lessor Property and its Authorized Users accounts including without limitation the software code, on any server or system unless waived by Fortified.

(g) Source Code. Lessee shall not be entitled to receive, review, use, have or have access to the source code for the Software, whether during the term of or upon expiration or termination of this Agreement.

(h) Injunctive Relief. Unless otherwise specified in this Agreement, all rights, remedies and powers of Lessor are cumulative, and not alternative or exclusive, and shall be in addition to all other rights, remedies and powers given hereby or any laws now existing or hereafter enacted. Lessee acknowledges and agrees that if it breaches any obligations hereunder, the Lessor may suffer immediate and irreparable harm for which monetary damages alone shall not be a sufficient remedy, and that in addition to all other remedies that Lessor may have, Lessor shall be entitled to seek injunctive relief, specific performance or any other form of relief in a court of competent jurisdiction, including, but not limited to, equitable relief, to remedy a breach or threatened breach hereof by Lessee and to enforce this Agreement, and Lessee hereby waives any and all defenses and objections it may have on grounds of jurisdiction and venue, including, but not limited to, lack of personal jurisdiction and improper venue, and waives any requirement for the securing or posting of any bond in connection with such remedy.

14. **Default.** Lessee shall be in default of this Agreement if:

(a) Lessee fails to make any payment due under the terms of this Agreement for a period of ten (10) days from the due date thereof;

(b) Lessee fails to observe, keep or perform any other provision of this Agreement, and such failure shall continue for a period of ten (10) days;

(c) Lessee has made any misleading or false statement, or representation in connection with application for or performance of this Agreement;

(d) The Equipment or any part thereof shall be subject to any lien, levy, seizure, assignment, transfer, bulk transfer, encumbrance, application, attachment, execution, sublease, or sale without prior written consent of Lessor, or if Lessee shall abandon the Equipment or permit any other entity or person to use the Equipment without the prior written consent of Lessor;

(e) Lessee is dissolved, rendered insolvent, ceases to exist, ceases to continue business as a going concern, or files or has filed against it a petition under the bankruptcy laws;

(f) Lessee changes its name, state of incorporation, chief executive office and/or place of residence without providing Lessor with 15 days written notice of such change; or

(g) Any guarantor of this Lease defaults on any obligation to Lessor, or any to the above-listed events of default occur with respect to any guarantor, or any such guarantor files or has filed against it a petition under the bankruptcy laws.

15. **Remedies.** If Lessee is in default under this Agreement, Lessor, with or without notice to Lessee, shall have the right to exercise any one or more of the following remedies, concurrently or separately and without any election of remedies being deemed to have been made:

(a) Lessor may enter upon Lessee's premises and without any court order or other process of law may repossess and remove the Equipment, or render the Equipment unusable without removal, either with or without notice to Lessee. Lessee hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling. Any such repossession shall not constitute a termination of this Agreement;

(b) Lessor may require Lessee, at its expense, to return the Equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to such place as Lessor may specify;

(c) Lessor may cancel or terminate this Agreement and may retain any and all prior payments paid by Lessee;

(d) Lessor may declare all sums due and to become due under this Agreement immediately due and payable, including as to any or all items of Equipment, without notice or demand to Lessee;

(e) Lessor may re-lease the Equipment to any third party, without notice to Lessee, upon such terms and conditions as Lessor alone shall determine, or may sell the Equipment without notice to Lessee, at private or public sale, at which sale Lessor may be the purchaser;

(f) Lessor may sue for and recover from Lessee the sum of all unpaid payments due under this Lease then accrued, plus all accelerated future payments due under this Lease; or

(g) To pursue any other remedy available at law, by law or equity.

No right or remedy conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, or by law or by equity provided or permitted, but each shall be cumulative of every other right or remedy given herein or now or hereafter existing by law or equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. No single or partial exercise by Lessor of any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy.

16. **Insurance.** Lessee shall provide and maintain insurance against loss, theft, damage or destruction of the Equipment in an amount not less than the full replacement value of the Equipment, with loss payable to Lessor. Lessee shall also provide and maintain comprehensive general all-risk liability insurance, including but not limited to product liability coverage, insuring Lessor and Lessee with a severability of interest endorsement or its equivalent, against any and all loss or liability for damages either to persons or property or otherwise, which might result from or happen in connection with the condition, use or operation of the Equipment, Software, and Services with such limits and with an insurer as are satisfactory to Lessor. Each policy shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee and cannot be canceled without 30 days written notice to Lessor. As to each policy, Lessee shall furnish to Lessor a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this Paragraph and shall designate Lessor as loss payee and/or additional insured. Lessor shall have no obligation to ascertain the existence or adequacy of insurance, or to provide any insurance coverage for the Equipment or for Lessee's benefit. If Lessee fails to procure or maintain said insurance or to pay said charges or taxes, Lessor shall have the right, but shall not be obligated, to affect such insurance, or pay such charges or taxes. In that event, Lessor shall notify Lessee of such payment and Lessee shall repay to Lessor the cost thereof within 15 days after such notice is mailed to Lessee.

17. **DISCLAIMER.** THE EQUIPMENT, SERVICES, AND SOFTWARE (INCLUDING, WITHOUT LIMITATION, ALL INFORMATION INCLUDED THEREIN) ARE PROVIDED ON AN "AS IS, WHERE IS"

BASIS AND "WITH ALL FAULTS" AND "AS AVAILABLE," WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND EXCEPT AS SET FORTH HEREIN. WITHOUT LIMITATION OF THE FOREGOING, LESSOR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LESSEE AGREES THAT LESSOR IS NOT RESPONSIBLE OR LIABLE TO LESSEE, OR ANYONE ELSE REGARDING THE UTILIZATION OF THE EQUIPMENT, SERVICES, AND/OR SOFTWARE (AND THE INFORMATION INCLUDED THEREIN AND REPORTS CREATED THEREBY), OR FOR ANY THREATENING, NEGLIGENT, TORTIOUS, HARASSING OR ILLEGAL CONDUCT BY LESSEE, OR ANY OTHER PARTY USING LESSOR'S SOFTWARE, SERVICES, AND/OR EQUIPMENT, ARISING OUT OF OR IN ANYWAY CONNECTED WITH THE USE OR PERFORMANCE OF THE EQUIPMENT, SERVICES, AND/OR SOFTWARE. LESSOR DOES NOT GUARANTEE OR WARRANT THAT THE SOFTWARE, SERVICES AND/OR EQUIPMENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DOES LESSOR GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM THE COMPUTER AND DISTRIBUTION NETWORKS (WIRED OR WIRELESS) BOTH LOCALLY AND BEYOND.

18. **LIMITATION OF LIABILITY:** LESSEE UNDERSTANDS THAT USE OF THE SOFTWARE, SERVICES, AND EQUIPMENT IS AT ITS OWN RISK AND LESSEE BEARS THE ENTIRE RISK OF USING THE SOFTWARE, SERVICES, AND EQUIPMENT. LESSOR DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF THE SOFTWARE, EQUIPMENT OR SERVICES OR ITS INTENDED FUNCTIONALITY OR INTENDED OPERATIONS. TO THE FULL EXTENT PERMITTED BY LAW, IN NO CASE SHALL LESSOR BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE EQUIPMENT, SERVICES, OR SOFTWARE AND/OR FOR BREACH OF THIS OR ANY OTHER WARRANTY OR CONDITION, EXPRESSED OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY LESSOR'S OWN NEGLIGENCE OR FAULT AND EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LESSEE'S USE OF OR INABILITY TO ACCESS THE SOFTWARE, SERVICES OR EQUIPMENT OR ANY LOSS OF REVENUE, ANTICIPATED PROFITS, LOSS OF GOODWILL, LOST BUSINESS, LOST DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL LOSS OR DAMAGES THAT RESULT FROM MISTAKES, OMISSION, INTERRUPTIONS, DELETIONS OF FILES, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS. IN ANY EVENT, THE AGGREGATE LIABILITY OF LESSOR TO LESSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION, SHALL BE THE LESSER OF: (i) THE ACTUAL AMOUNT OF DAMAGES FOR THE CLAIM; OR (ii) THE AMOUNT OF INVOICES ACTUALLY PAID TO LESSOR BY LESSEE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.

19. **Release.** Except for the express limited warranties set forth herein, Lessee, for itself, owners, directors, employees, contractors, agents, Authorized Users, successors and assigns (the "Releasing Party"), hereby waive, release, discharge and covenants not to sue and to indemnify, defend and hold harmless Lessor, its successors, assigns, owners, directors, employees, and

agents (the “Released Party”) from any and all injuries, losses, costs, including attorney’s fees, claims and damages to any person or property of any nature in connection with or related to the use of or access to the Equipment, Software, and/or Services..

20. **Indemnity by Lessee.** To the fullest extent permitted by law, Lessee agrees to indemnify, defend, and hold harmless Lessor, its directors, officers, employees and agents, and defend any action brought against any of them, with respect to any claim, demand, cause of action, debt or liability, including without limitation reasonable attorney fees and disbursements (a “Claim”), in connection with, or related to the Equipment, Software, or Services, or to the extent that such Claim is based upon or arises from Lessee’s, or its contractors, insurers, Authorized Users, agents, employees, guests, or invitees use or access of the Software, Equipment, or Services, except to the extent that the Claim arises from an alleged infringement by Lessor in the design, development, implementation or use of the Software or Equipment, of another party’s intellectual property rights (a “Software Claim”); provided, however, that Lessee shall be liable if the Software Claim is based upon or arising from: (i) Lessee’s use of the Software not in accordance with this Agreement; or (ii) Lessee’s use of any part of the Software in combination with materials, software, or equipment not provided by Lessor or not reasonably contemplated by this Agreement.

21. Confidential Information

(a) The Parties recognize that as part of this Agreement, it will be necessary to disclose to the other party certain confidential and proprietary information (hereinafter referred to as "Information"). Information is information of a Party (“Disclosing Party”) that may include, but is not be limited to, technical or business information, such as trade secrets, discoveries, inventions, improvements, patent applications, research, development, laboratory records, data, results of clinical studies, patient information, know-how, concepts, designs, products, computer programs, compositions, formulas, prototypes, materials, methods of use, research collaborators, third party information, financial information or data, techniques and material, concepts, business plans and strategies, policies, business operations and systems, or information concerning the Disclosing Party’s employees or affiliates, provided by the Disclosing Party to the other party (“Receiving Party”) or to which Receiving Party has access, whether provided before or after the Effective Date.

(b) Both Parties agree that the Receiving Party will maintain such Information in confidence.

(c) The Parties acknowledge that the unauthorized disclosure of such Information may cause irreparable harm. Accordingly, the Parties agree that the injured party may have the right to seek immediate injunctive relief enjoining such unauthorized disclosure.

(d) As a condition of the Disclosing Party furnishing the Information to the Receiving Party, the Receiving Party agrees to receive and maintain the Information in strict confidence, treating the Information with at least the same degree of care that it treats its own proprietary

information of the same type, but in no event with less than a reasonable degree of care. The Receiving Party shall not disclose Information to any third party for any purpose, use Information for its own benefit or the benefit of any third party, or use the Information for any purpose other than the purpose defined above. The Receiving Party shall limit access to Information only to those of the Receiving Party's and its affiliates and their respective employees or agents who have a need to know for the purpose of this Agreement. The Receiving Party shall not disclose Information to any employee or agent who has not agreed to terms of confidentiality and non-use at least as stringent as those of the present Agreement.

(e) This provision shall not apply to information (1) known to the Receiving Party without obligation of confidentiality at the time of receipt from the other party, (2) generally known or available to the public through no act or failure to act by the Receiving Party, (3) furnished to third parties by the Disclosing Party without a duty of nondisclosure to the Disclosing Party, (4) furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure or (5) developed independently by the Receiving Party without access to Information.

(f) Immediately upon termination of this Agreement or at the request of the Disclosing Party, each of the Parties shall promptly return all materials in its possession, including written, graphic or electronic recorded Information of the other Party, together with all copies thereof as well as written memoranda of oral disclosure.

(g) The terms of this Agreement shall be confidential to the Parties hereto and may not be disclosed by either Party to the public, or to any other third party, without the prior written consent of the other Party.

22. Miscellaneous.

(a) Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

(b) Assignment. Neither this Agreement nor Lessee's rights hereunder are assignable by Lessee except with Lessor's prior, written consent.

(c) Binding Effect. The covenants and conditions contained in the Agreement shall apply to and bind the Parties, legal representatives, successors and permitted assigns of the Parties.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(e) Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to:

Lessor:

Fortified Incorporated, LLC
Attn: President
5353 Main Street, #150
Williamsville, NY 14221

Lessee:

Per verbal or written purchase order, work order, or similar documents provided to Lessor to commence service.

Either party may change such addresses from time to time by providing written notice as set forth above.

(f) Entire Agreement. This Agreement, and the Exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Lessor and Lessee.

(g) Cumulative Rights. Lessor's and Lessee's rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

(h) Waiver. The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of payment by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

LESSOR

LESSEE

FORTIFIED INCORPORATED, LLC
5353 Main Street, Suite 150
Williamsville, NY 14221

See business correspondences & Invoicing


By: Joseph T.J. Stewart II

Date: _____ 7/30/24 _____

(INTENTIONALLY BLANK)

Exhibit A –

Fortified Leased Items	
Item	Replacement Costs
Fortress	\$8,608.12
Overwatch Sentry	\$2,325.67
Standard Camera	\$1,637.24
Battery Capable Camera	\$2,238.28
Drop&Go Cameras w/o Batt	\$1,637.24
Protect Sentry	\$523.63
Smoke/Heat Stand Alone	
Water Stand Alone	\$339.47
Motion Detector	
CO Detector Stand Alone	
Gatekeeper Sentry	\$4,339.04
Additional Readers	\$4,519.83
Thermal Cam w/Alarm/Strobe	\$9,456.39
Shields / Stickers 500	
ID Cards / Stickers 200	
Site Setup/Configuration	
Special Item (Part, Labor, Doc.)	\$0.00
Lighthouse	\$40,735.00
Water Flow Clamp-On	\$7,573.13
SOS 5000 kWh Power Reserve	\$12,982.50
Beacon	\$238.01
Enhanced Starlink	\$3,479.31
Outpost	\$2,531.59
Prism	\$1,315.72
PowerPuck	\$519.30
Highlighted items are to be returned at lease end	