

## RESELLER ADDENDUM

*Last Revised: March 17, 2026*

This Reseller Authorization Addendum (this “**Addendum**”) is an addendum to LVT’s Master Services Agreement (available at [www.lvt.legal/msa](http://www.lvt.legal/msa)) (the “**MSA**” and, together with this Addendum, the “**Agreement**”) and is hereby incorporated therein. Capitalized terms used but not defined in this Addendum will have the meaning set forth in the MSA.

BY ACCEPTING THIS ADDENDUM, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING OR OTHERWISE ENTERING INTO A RESELLER AUTHORIZATION AGREEMENT OR OTHER DOCUMENT THAT REFERENCES THIS ADDENDUM (THE “**APPOINTMENT AGREEMENT**”), OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS ADDENDUM, YOU: (a) AGREE TO THE AGREEMENT ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT (“**CUSTOMER**”); AND (b) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER TO THE AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE AGREEMENT, YOU MUST NOT ACCEPT THIS ADDENDUM AND HAVE NO RIGHT TO MARKET, DISTRIBUTE, OR SELL SYSTEMS.

**1. STRUCTURE.** This Addendum applies only to Orders for Systems to be made available for purchase, use, or access by and to Customer’s end user customers (“**End Users**” and such Orders, “**Resale Orders**”), and the terms “System,” “Hardware,” “Software,” and “Platform,” as used in this Addendum, apply only to the System, Hardware, Software, or Platform made available to Customer by LVT under a Resale Order. Customer’s rights and obligations with respect to any LVT products or services purchased by Customer for Customer’s own use, as opposed to under a Resale Order, are as set forth in the MSA. By placing a Resale Order with LVT, Customer will be deemed to have agreed to the MSA, except that if there is a conflict between the MSA and this Addendum, this Addendum controls with respect to Resale Orders.

**2. APPOINTMENT.** Subject to Customer’s compliance with the Agreement, LVT hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable, limited right to market, distribute, and sell (as purchases or subscriptions, as applicable) Systems directly to End Users during the Addendum Term (defined below) in the territory specified in the Appointment Agreement (or, if none, the United States) (the “**Territory**”) solely in accordance with the terms of the Agreement. Customer will not export, ship, deliver, market, sell, or offer to sell any System outside of the Territory, to any federal, state, provincial or similar government or any body, board, department, commission, court, tribunal, authority, agency, or other instrumentality of any such government, or to third parties with intentions to export, sell, or otherwise make available any System outside of the Territory. Notwithstanding anything to the contrary in the MSA, Customer may not use any System on its own behalf or for any purpose other than to deliver the System and any Installation Services to the End User as specified in the applicable Resale Order.

### **3. REGISTRATION; ORDER PROCESS**

**3.1. Opportunity Registration.** Customer will register with LVT, through the process then-currently specified by LVT, each of its potential sales opportunities relating to Systems, specifying the applicable potential End User, project address, anticipated use case, and anticipated volume, to LVT for registration (each, an “**Opportunity**”). At LVT’s sole discretion, LVT will notify Customer whether the Opportunity is registered on Customer’s behalf. Prior to notification that LVT has registered the Opportunity on Customer’s behalf, Customer will not further pursue such

Opportunity. In the event of Customer's failure to adhere to these deal registration guidelines, LVT may revoke Customer's access to preferred pricing benefits or terminate this Addendum.

3.2. Resale Orders. If and when a potential End User associated with an Opportunity desires to acquire a System, Customer and LVT will negotiate the terms of a Resale Order with respect to that Opportunity. LVT may, in its sole discretion, accept or reject a proposed Resale Order. LVT may accept any Resale Order by confirming the Resale Order through written confirmation, invoice, or otherwise or by delivering the System, whichever occurs first. No Resale Order is binding on LVT unless accepted by LVT as set forth herein. If Customer places a Resale Order that is found to be false, misleading, or incorrect in any material respect, LVT reserves the right, in addition to all other rights and remedies available to LVT, to reject new or pending Resale Orders from Customer.

3.3. Title and Risk of Loss. If the applicable Resale Order provides that LVT will deliver any Hardware directly to the applicable End User, notwithstanding anything to the contrary in the MSA, risk of loss and damage and, with respect to any Purchased Hardware, title to any such Hardware will likewise pass directly from LVT to such End User on Delivery.

3.4. Installation. Notwithstanding anything to the contrary in the MSA, LVT will not be obligated to provide any Installation Services to Customer in connection with any Resale Order. If and to the extent a Resale Order provides that LVT will provide any installation services to an End User ("**End User Installation Services**"), LVT will use commercially reasonable efforts to provide the End User Installation Services to the End User.

3.5. Service Plan Coverage. Notwithstanding anything to the contrary in the MSA, LVT will not be obligated to provide any benefits of a Service Plan or any other maintenance or repair services to Customer except if and only to the extent expressly specified on the applicable Resale Order.

3.6. Renewals. Unless otherwise expressly indicated on the applicable Resale Order or otherwise agreed by the parties in writing, Subscriptions will automatically renew unless either Party notifies the other at least 30 days before the end of the then-current term that it has elected not to renew, and as otherwise specified in the MSA.

#### **4. FEES AND PAYMENTS**

4.1. Pricing. Customer will resell Systems to End Users at prices determined in its sole discretion. For its purchases from LVT, Customer will pay the then-current list price for the applicable System less any Customer discount set forth in a Resale Order (the "**Resale Fees**"). The difference between the Resale Fees paid by Customer to LVT and Customer's resale price to an End User for a System will represent Customer's compensation for sales concluded under this Addendum. Customer's right to discounts is subject to Customer's compliance with the terms and conditions of the Agreement and LVT's policies at the time a Resale Order is submitted. LVT may revise the discounts or change its list prices at any time by providing 30 days' Notice to Customer. LVT will honor the list prices and discounts in quotations LVT issued to Customer prior to the date the new prices or discounts are revised for as long as such quotation remains valid.

#### **4.2. Payment Terms**

a. For all Resale Orders, Customer will pay to LVT the Resale Fees pursuant to the fee payment schedule set forth in the applicable Resale Order. Unless otherwise expressly specified on the applicable Resale Order, Customer will pay all invoiced amounts within 30 days of the invoice

date. However, if Customer receives payment from or on behalf of an End User in connection with a Resale Order prior to the date Customer is required to pay to LVT any Resale Fees for that Resale Order, Customer will promptly pay to LVT the amount received from the applicable End User, up to the amount of the Resale Fees then-currently outstanding under the applicable Resale Order, even if not yet otherwise due under the terms of the applicable Resale Order.

b. If Customer fails to pay any invoiced amounts when due, LVT may, in its reasonable discretion, and in addition to any other remedies available to it at law or in equity or under the Agreement, revoke or suspend any credit terms granted to Customer, require further assurances from Customer that the invoiced amounts will be paid, require Customer to prepay for all Systems ordered, or terminate the Agreement.

4.3. Taxes. Customer is solely responsible for the collection and remittance of all taxes from End Users and all taxes on those amounts which are its obligation by the operation of law. Customer will pay all applicable value-added, sales and use taxes and other taxes levied on Customer by a duly constituted and authorized taxing authority on the System and any applicable Resale Order.

4.4. Credit Risk. Customer is responsible for all credit risks regarding, and for collecting payment for, the System, whether or not Customer has made full payment to LVT for the System. The inability of Customer to collect payment for any System does not affect Customer's obligation to pay LVT the Fees.

## 5. END USER TERMS

5.1. End User Agreement to MSA. Customer will ensure that each End User consents to the then-current version of LVT's MSA by (a) notifying each End User in writing in advance of such End User's purchase that Customer's access to and use of the System is subject to the MSA and that, in order to place an Order, the End User must agree to such terms with LVT; (b) including either a copy of or link to the MSA (as provided by LVT) in each quote or order form issued to each End User; and (c) not removing or obscuring the MSA, superseding the MSA with other terms and conditions, or in any manner interfering with each End User's review and acceptance of the MSA. For the avoidance of doubt, Customer has no authority to negotiate the terms of the MSA and Customer will immediately refer any End User questions or comments regarding the MSA directly to LVT.

5.2. End User Compliance. LVT may suspend access to the applicable System or terminate the Agreement if any End User violates the MSA. If Customer becomes aware of any unauthorized use of the Systems or any failure by an End User to comply with any MSA, Customer will immediately notify LVT in writing and use its best efforts, at LVT's direction, to assist LVT in the enforcement of the MSA.

5.3. Resale Order Continuity. In the event of Customer's material breach of this Agreement, LVT may, in its sole discretion, assume direct management, administration, and fulfillment of any or all Resale Orders then in effect, including by contacting End Users directly and collecting fees directly from End Users.

**6. NON-EXCLUSIVE; NO FURTHER OBLIGATION.** The rights granted to Customer hereunder are non-exclusive and nothing in this Addendum will be deemed to prohibit LVT from entering into any reseller, distributor, channel, OEM, end user, or other agreement with any party anywhere in the world or itself selling or distributing any System. LVT's acceptance of a Resale Order does not

obligate LVT to sell to, or allow the distribution or resale by, Customer of any System not specified on such Resale Order.

7. **CUSTOMER RESPONSIBILITIES.** Customer represents and warrants to LVT the following:

a. Customer will not make any representations, warranties, guarantees, indemnities, or other commitments (i) actually, apparently, or ostensibly on behalf of LVT or (ii) to any End User regarding Systems that, in any case, are additional to or inconsistent with those (if any) in the MSA.

b. Customer will represent LVT and the Systems in a positive and professional manner consistent with good business practice at all times. Customer will observe all directions and instructions given to it by LVT in relation to the marketing, advertisement, and promotion of the Systems, including LVT's then-current sales and marketing policies.

c. Customer will not engage in any deceptive, misleading, illegal, or unethical practices that may be detrimental to LVT or the Systems and will comply with all applicable international, federal, state, provincial, and local laws and regulations (including data protection, privacy and import and export compliance laws and regulations) in connection with its activities under the Agreement.

d. Customer will not sell, either directly or indirectly, or assign or transfer, any Systems to any third party when Customer knows or has reason to know that the third party may resell the Systems to a third party, including any third-party reseller or distributor.

e. Customer will ensure, at its own expense, that all of its personnel and service providers used to provide any installation, removal, maintenance, or support services in connection with a Resale Order ("**Customer-Provided Services**") are suitably qualified, and have the proper skill, licenses, approvals, consents, training and background to provide such Customer-Provided Services in a competent and professional manner. Unless otherwise agreed by LVT in writing, Customer will not provide Customer-Provided Services other than by using LVT's network of third-party service providers as designated by LVT from time to time.

f. Customer will employ and maintain personnel and resources with the technical expertise reasonably necessary to fulfill Customer's obligations under the Agreement. Customer's sales and technical staff will participate in LVT's training and certification programs as may be specified by LVT from time to time.

## 8. **TERM AND TERMINATION**

8.1. **Term.** The term of this Addendum (the "**Addendum Term**") begins on the effective date of the Appointment Agreement (or, if no effective date is specified, on the date of the last of the two signatures to the Appointment Agreement) and ends when this Addendum is terminated in accordance with its terms.

8.2. **Termination.** In addition to LVT's termination rights under the MSA, which are also hereby deemed to apply to this Addendum, LVT may terminate this Addendum at any time upon at least 30 days' Notice to Customer. Termination of the MSA between Customer and LVT will terminate this Addendum. Upon termination of this Addendum pursuant to this Section, any Resale Orders then in effect will remain in effect, and the terms of this Addendum will remain in effect solely with respect to such Resale Orders.

### 8.3. Effect of Termination

a. Upon the termination of this Addendum for any reason: (i) all rights granted by each Party hereunder will cease immediately, (ii) Customer will cease to represent itself as LVT's authorized reseller and will discontinue all activities that might lead the public to believe that Customer is so authorized, and (iii) Customer will be entitled to retain only a pro-rata portion (through the date of termination) of any discounts received on new or renewed Subscriptions.

b. During the termination notice period, the parties will work together to ensure a smooth transition of accounts and Customer will provide a full accounting of all existing and pending accounts to LVT, including lists of: (i) the names and locations of all End Users, (ii) all prospective Resale Orders, and (iii) all amounts due to Customer from End Users or to LVT from Customer.

c. Sections 4.2, 8.3, 9, 12, 13, and 14 of this Addendum will survive termination of the Agreement.

**9. INDEMNIFICATION.** In addition to its indemnification obligations under the MSA, Customer will at its expense indemnify, defend, and hold harmless LVT from and against any Claim arising out of or based upon (a) a purchase of an System by any person or entity purchased directly or indirectly through Customer; (b) any property damage, personal injury, or death related to Customer's (or its subcontractors') performance of Customer-Provided Services; (c) any other act or omission of Customer in connection with Customer's installation, distribution or resale of Systems, including any breach by Customer of the terms of this Addendum or a Resale Order; (d) a misleading or deceptive statement relating to the Systems made by Customer during its marketing, promotional, and sales activities; or (e) any breach or non-fulfillment of any representation, warranty, or covenant provided by Customer to a third party (including End Users) that is not otherwise provided by LVT through its MSA or any other documentation provided by LVT.

**10. AMENDMENT.** Any amendments or modifications of this Addendum, or to an Appointment Agreement, must be in writing and signed by each Party's authorized representatives.

**11. MARKETING.** Customer will promote the Systems as Customer's preferred and primary mobile security, surveillance, and monitoring system and use its best efforts to market, promote, and maximize sales of the Systems. Customer may, whether alone or in connection with its own trademarks, use the then-current LVT names, logos, and other marks specified by LVT ("**Marks**") in marketing and promotional material relating to Systems as authorized by LVT for all proper purposes in the performance of Customer's duties hereunder during the term of this Addendum. Customer's use of any Marks will be in accordance with LVT's then-current applicable policies. Customer has no, and will not make any, claim or right to any Marks and will not contest LVT's or its licensees' use of any Mark. All goodwill arising from Customer's use of Marks will belong to LVT. If LVT notifies Customer that it is using Marks in a manner not in compliance with the Agreement, then, without prejudice to LVT's other rights and remedies, Customer will promptly and in any case within 5 days, remedy or suspend such non-compliant use.

**12. INSURANCE.** Customer will maintain and carry liability insurance in an amount no less than the greater of (a) the minimum amount required by applicable law, or (b) the following coverages: (i) commercial general liability (including product liability and, for services to be performed, completed operations liability) in a sum of no less than \$2 million (can be in combination with an umbrella policy); (ii) worker's compensation in an amount no less than the applicable statutory

minimum requirement; and (iii) employer's liability in an amount of no less than \$1 million, all with insurance carriers with an AM Best rating of no less than A or equivalent. Customer will also maintain professional liability including technology errors & omissions insurance with a minimum limit of \$5 million per claim, providing coverage for errors, omissions, or negligence in connection with the performance of Customer-Provided Services, until the completion of services provided in the Agreement. Such insurance will also include cyber liability coverage with computer network security liability and privacy liability coverage with insurance carriers with an AM Best rating of no less than A or equivalent. For avoidance of doubt, the limitations of liability set forth in the Agreement will not be construed to limit LVT's right to pursue claims under the Agreement.

**13. RECORDS AND AUDIT.** Customer will maintain records of its transactions and performance under this Addendum. Upon at least 10 days' Notice, Customer will permit LVT or its representatives to audit Customer's records to ensure Customer's compliance with this Addendum. Any such audit will be conducted during normal business hours and in a manner designed to cause minimal impact on Customer's ordinary business activities. Customer will maintain all records required under this Addendum for at least three years following expiration or termination of the Addendum.

**14. SUBCONTRACTING.** Customer may not delegate or subcontract any of its obligations under this Addendum without LVT's written consent. Customer will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.

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