This Order Agreement (“Agreement”) is between Customer and OpenTech Alliance, Inc. (“OpenTech”) located at 2101 West Peoria Avenue, Suite 100, Phoenix 85029.

**LICENSE**

Subject to the terms and conditions of this Agreement and Customer’s payment of all fees, OpenTech grants Customer a non-exclusive, non-transferable, limited license to use the software and related updates, features, services, and materials provided by OpenTech (collectively the "Software") during Customer’s Lifetime Protection subscription and solely for Customer’s self-storage business in the territories set forth in this Agreement. All rights not expressly granted to Customer hereunder are expressly reserved by OpenTech. All copyrights, patents, trade secrets, trademarks, service marks, trade names, moral rights, and other intellectual property and proprietary rights in the Products and all improvements, enhancements, or modifications thereto shall remain the sole and exclusive property of OpenTech.

**TITLE, CONFIDENTIALITY, AND RESTRICTIONS; RELOCATION**

The Software and Hardware will be collectively known as “Products.” Title and risk of loss to the of the INSOMNIAC™ kiosk hardware set forth in this Agreement or associated Order (“Hardware”), excluding any Software embedded therein, will transfer to Customer upon complete payment of the fees specified in this Agreement and the Hardware leaving OpenTech’s facilities. Customer shall not (nor shall it permit any third party to): (i) copy or manufacture the Products or any portion thereof or otherwise use the Products to develop a competing product or service; (ii) translate, modify, adapt, enhance, extend, decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Products or any portion thereof or remove any proprietary, disclaimer, or warning notice thereon; (iii) make any changes to the Products, without OpenTech’s prior written consent; (iv) use the Software or the Hardware in combination with any data, software, hardware, equipment or technology not provided by OpenTech or authorized by OpenTech in writing; or (v) use or allow the transfer, transmission, export, or re-export of the Products or any portion thereof outside the Country set forth in the associated Order Agreement or otherwise in violation of applicable law. The parties agree that information designated by a party as confidential or reasonably understood by the parties to be confidential, is confidential and proprietary to the disclosing party, and each party agrees to keep such information strictly confidential until the information becomes public knowledge without breach of this Agreement or similar confidentiality requirements. The Products are OpenTech’s confidential information.

Customer may not assign, transfer, or delegate its rights or obligations hereunder without the prior written consent of OpenTech. If Customer relocates its business, Customer will notify OpenTech and pay the additional STC service fees applicable to its new location. If Customer sells the Products as a result of a change of control, it will remain responsible for all outstanding fees payable hereunder. All terms of this Agreement will be binding upon and inure to the benefit of the parties, their successors, assigns, and legal representatives.

**WARRANTY**

OpenTech represents that while Customer has an active Lifetime Protection subscription the Products will operate materially in accordance with the specifications published by OpenTech (the “Warranty”). If the Products do not meet the Warranty, OpenTech's sole responsibility, and Customer’s sole and exclusive remedy, will be for OpenTech to use commercially reasonable efforts, consistent with industry standards, to cure the defect. Purchasing and installing required consumables such as paper and locks are not the responsibility of OpenTech. The Warranty does not include service, replacement, repair, or damage to the Products resulting from (i) vandalism, accident, negligence, disaster, misuse, abuse, modification, or alteration of or with respect to the Products, (ii) use of the Software or the Hardware in combination with any data, software, hardware, equipment or technology not provided by OpenTech or authorized by OpenTech in writing, and (iii) other extraneous causes, including unavailability of components, labor difficulties, war, riot, acts of God, export control regulations, laws, judgments, or government instructions. The Warranty shall terminate in the event Customer’s Lifetime Protection subscription lapses or if Customer changes or modifies the Products, except as directed by OpenTech.

**WARRANTY AND LIABILITY LIMITATIONS**

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OPENTECH OR ITS REPRESENTATIVES WILL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF OPENTECH’S OBLIGATIONS HEREUNDER. OPENTECH SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES, INCLUDING EXEMPLARY AND PUNITIVE, DIRECTLY OR INDIRECTLY ARISING FROM THIS AGREEMENT, THE PRODUCTS, OR THE PROVISION OF SERVICES BY OPENTECH, OR FROM ANY OTHER CAUSE WITH RESPECT TO THE PRODUCTS, SERVICES, OR THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY IN TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY. OPENTECH’S TOTAL LIABILITY HEREUNDER TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR USE OF THE PRODUCTS IN ANY CASE IS EXPRESSLY LIMITED, AT OPENTECH’S ELECTION, TO REPAIR OR REPLACEMENT (IN THE FORM ORIGINALLY SHIPPED) OF PRODUCTS NOT

COMPLYING WITH THIS AGREEMENT, OR TO THE REPAYMENT OF, OR CREDITING CUSTOMER WITH, AN AMOUNT EQUAL TO THE FEES FOR SUCH PRODUCTS OR SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. ANY CLAIM BY CUSTOMER WITH REFERENCE TO THE PRODUCTS SOLD HEREUNDER FOR ANY CAUSE SHALL BE DEEMED WAIVED BY CUSTOMER UNLESS SUBMITTED TO OPENTECH IN WRITING WITHIN THIRTY (30) DAYS FROM THE DATE CUSTOMER DISCOVERED OR SHOULD HAVE DISCOVERED ANY CLAIMED BREACH. THIS SECTION WILL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON.

OpenTech shall have no liability or responsibility with respect to any dispute between Customer and its clients, including any dispute arising out of, or related to, use of or access to the Products or services by Customer’s clients. Customer agrees to indemnify, defend, and hold harmless OpenTech from and against any and all claims, actions, proceedings, liabilities, damages, losses, costs or expenses, including attorneys’ fees arising from Customer’s clients, the acts or omissions of Customer, or Customer’s use of the Products.

**INFORMATION SECURITY**

Consistent with any law or regulation applicable to the Products and OpenTech’s then current practices and procedures, OpenTech will maintain and enforce administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of any Customer data input by Customer into the Products. OpenTech will promptly report to Customer any compromise of security that it becomes aware of with regard to Customer data. THE PRODUCTS MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT OPENTECH DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER DATA, WEB SITES, COMPUTERS, OR NETWORKS AND OPENTECH IS NOT RESPONSIBLE FOR SUCH ACTIVITIES.

**LIFETIME PROTECTION REQUIRED**

Lifetime Protection is an annual support service and Software subscription commitment for the Products commencing the first month that it is billed. Lifetime Protection will automatically renew annually at the then current fee, unless, at least sixty (60) days prior to expiration of the current term, either party gives written notice to the other of its intention not to renew. CUSTOMER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT WITHOUT LIFETIME PROTECTION THE PRODUCTS WILL NOT FUNCTION. If Customer decides to terminate the Agreement prior to the end of the annual term, all fees for the remainder of the current annual term will become due and payable. The fee for annual Lifetime Protection is invoiced by email monthly in advance of the service period; if Customer requires that the invoice be sent by USPS then a $5 service fee will be added to each invoice. The first payment will be due at the beginning of the first full month following the completion of the STC service. OpenTech may terminate this Agreement if Customer has an outstanding balance for more than 30 days. If Lifetime Protection is terminated and Customer desires to reinstate it, Customer must pay the fees to bring Customer current for the period Lifetime Protection was not provided and any additional fees as determined by OpenTech due to the condition of the Hardware. See attached Program description.

**CUSTOMER SETUP, TRAINING, AND CUSTOMIZATION RESPONSIBILITIES**

All construction, wiring installation, and telecommunication or Internet connections required to use the Products are Customer’s responsibility. Customer must contact OpenTech prior to construction to obtain the appropriate contractor’s guide.

**ORDER CANCELLATION POLICY**

Should Customer wish to cancel the Order, it may be cancelled within 30 days of Order signature (no later) with a 25% Cancellation Fee.

**GOVERNING LAW**

This Agreement shall be deemed to have been executed and delivered in Phoenix, Arizona. This Agreement and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the internal laws of the State of Arizona, without giving effect to the principles of conflicts of law thereof. Any lawsuit arising from or related to this Agreement shall be brought in a state or federal court located in Maricopa County, Arizona, and both OpenTech and Customer hereby consent to the jurisdiction of such courts.

**ENTIRE AGREEMENT AND MODIFICATIONS**

These Terms and Conditions of this Agreement and any exhibits attached hereto represent the entire agreement between the parties with respect to the Products. No alteration or modifications of this Agreement will be valid unless made in writing and signed by the parties. No attachment, supplement, or exhibit to this Agreement shall be valid unless initialed by an authorized signatory of OpenTech.No modification of any of these terms will be effected by OpenTech’s shipment of Products following receipt of Customer’s purchase order, shipping request, or similar forms containing terms and conditions conflicting or inconsistent with the terms herein.

**Exhibit A - ISSN Member Agreement**

This Exhibit A (ISSN Member Agreement) is a part of and incorporated into the Agreement between Network Member (as defined below) and OpenTech. Network Member hereby agrees to and accepts the following terms and conditionsof OpenTech as a prequalification to joining the INSOMNIAC Self Storage Network (“ISSN”). CUSTOMER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT WITHOUT AN ISSN MEMBERSHIP, THE OPENTECH PRODUCTS AND SERVICES WILL NOT FUNCTION AND CANNOT BE PROVIDED.

**DEFINED TERMS**

**Data** is the information, data, content, and other material, including unit inventory, prices, and customer information stored in the Network Member’s property management system (“PMS”) that is uploaded to or otherwise accessible through the OpenTech Products and Services.

**ISSN** is an online marketplace that provides real-time connectivity between Network Member’s PMS and OpenTech for the purpose of accessing the Data and providing OpenTech Products and Services.

**Network Member** is a self-storage facility owner, operator, or management company that is a party to the Agreement with OpenTech. For the purposes of this Exhibit A (ISSN Member Agreement) Customer is the Network Member.

**ACCESS TO INFORMATION**

Network Member hereby grants OpenTech a non-exclusive, worldwide, royalty-free license to access and use the Data for purposes of performing this Agreement and providing the OpenTech Products and Services.

Network Member will provide OpenTech with information related to which Network Member facilities will be connected to ISSN in accordance with OpenTech requirements. Network Member agrees that OpenTech shall have no liability, obligation, or responsibility for the content, accuracy, availability, integrity, or legality of the Data accessed or obtained from Network Member, including through Network Member’s PMS. Network Member agrees to allow access to Network Member’s systems by representatives of OpenTech as necessary to establish and maintain (as may be required from time to time) Network Member’s connectivity to ISSN.

**CONFIDENTIALITY**

Tenant Data made available by Customer to OpenTech to enable OpenTech to provide and improve OpenTech Products and Services under this Agreement shall be kept strictly confidential by OpenTech and shall not be disclosed to any third party except as: 1. required by law, 2. necessary for OpenTech to provide and improve its Products and Services, 3. with Customer’s prior approval, or 4. in connection with OpenTech aggregating data for use in industry reports which does not include personal identifying information.

OpenTech shall make Data available only to its personnel, affiliates, agents, subcontractors, and information system vendors where access is essential to enable them to perform their obligations under this Agreement. The rights and obligations of OpenTech in performing this Agreement may be, in whole or in part, exercised or fulfilled by OpenTech affiliates, agents, subcontractors, and information system vendors.

## **Lifetime Programs for Kiosks**

OpenTech offers two service programs for Kiosks: Lifetime Service and Lifetime Protection. Both services are provided by OpenTech Alliance, Inc. to INSOMNIAC Kiosk customers in good standing. Each service is an annual agreement billed monthly. Because the kiosk runs off cloud-based software, the Customer must enroll in one of the two services to operate the kiosk.

**Lifetime Service for Kiosks**

This service has 3 parts as defined below: System Monitoring, Software Subscription, and Technical Support.

**System Monitoring**

OpenTech will monitor the performance and status of the kiosk during existing technical support hours of operation, provided Internet access to the kiosk is available. OpenTech will proactively open a trouble ticket for any problems discovered and work to resolve the issue. Status conditions monitored include system availability, system errors, configuration setting incompatibilities, etc.

**Software Subscription**

The kiosk hardware is controlled by several software modules, some that operate on the PC of the kiosk to control the hardware components and some that runs in the cloud and connects to the Customer’s property management system. OpenTech regularly updates and upgrades this software providing new features and fixes to reported bugs. These INSOMNIAC software upgrades and enhancements will be distributed electronically on as they become available.

Management software interface upgrades and enhancements will be made available as soon as reasonably possible after the management software is upgraded. Any fees charged to OpenTech by the Customer’ vendor (Vendor API fees) will be passed on to Customer in addition to an administration fee.

**Technical Support (602.773.1700)**

OpenTech employs trained technicians to answer questions and resolve Customer’s issues. These technicians will be available by phone or email. OpenTech technicians will open a ticket in the OpenTech customer support system for each Customer’s issue reported. If a Customer’s issue is not resolve on the original call the ticket will remain open and monitored by the OpenTech Technical Support Team until the issue is resolved. Customers may request to have their issue escalated to the Technical Support Manager if they feel they are not getting superior service.

Customers are expected to make reasonable efforts to assist in diagnosis and resolution of any reported problem. Technical Support is only provided for OpenTech products and does not include resolving issues related to the Customer’s network or other internal infrastructure issues.

**Standard Technical Support** is provided over the telephone (602.773.1700). All hours are MST.

Monday – Friday 7am – 5pm; Afterhours 5pm – 8pm

Saturday 7am – 2pm; Afterhours 2pm – 8pm

Sunday Emergency Service is offered 8am – 5pm for Severity 1 issues only.

Issues may also be reported via email to [support@opentechalliance.com](mailto:support@opentechalliance.com). An OpenTech technician will respond within 24 hours Monday thru Friday.

In order to offer superior customer service, OpenTech will prioritize its response to meet the needs of the most severe issues first. The following defines the different levels of severity:

Severity 1: Kiosk is not operational.

* Software is not operating
* Touch Screen is not functioning
* Kiosk is not communicating with the Property Management Software

Severity 2: A transaction has failed.

* Customer is at kiosk and called in from kiosk
* Rental or Payment transaction failed for a reason other than Credit Card was declined

Severity 3: A component of the kiosk is not operating properly.

* Printer is not working
* Credit Card reader is not reading cards
* Etc.

Severity 4: General question on how something on the kiosk works.

* How to print reports
* How to reload paper
* How to empty bill acceptor

**Lifetime Protection for Kiosks**

This service includes all the benefits of the Lifetime Service with the added benefit of protection for failed kiosk hardware components. INSOMNIAC kiosks are designed to be serviced by self-storage managers with the assistance of an OpenTech support technician over the phone. Should any component be required to be replaced, it is the self-storage managers’ responsibility, or their designated service person, to physically replace the component in the kiosk and promptly return the defective component for analysis.

**Kiosk Hardware Protection**

If kiosk hardware components fail from normal use or found to be defective, they will be repaired or replaced as part of this service.

Damage to the kiosk hardware as a result of (i) neglect, failure to perform regular scheduled maintenance and cleaning, (ii) any modifications to the kiosk hardware by the Customer, without our prior written consent, or (iii) use of the kiosk hardware by the Customer in combination with data, software, hardware, equipment or technology not provided by OpenTech or authorized by OpenTech in writing, is the Customers responsibility and not covered under this service. Fire, water damage, theft, natural disaster, or vandalism is not covered under the Lifetime Protection Program and should be covered under the Customers property insurance policy. However, OpenTech Technical Support will still assist the Customer to replace the hardware needed to get the kiosk operational at the Customer’s expense. Replacement hardware can be ordered from OpenTech to replace hardware damage not covered by the Lifetime Protection program.

Once notified by the property manager that there is a problem with a component of the kiosk, the OpenTech support technician will attempt to diagnose the problem with the manager over the phone and by logging onto the kiosk remotely. If the support technician is not able to resolve the issue with the component a replacement component will be ordered and shipped to the facility. The manager is responsible for contacting OpenTech support once the replacement component arrives so OpenTech support can walk the manager through the replacement of the component.

Each replacement component package comes with a return shipping label which is to be used to return the defective component. *If the Customer fails to return the defective component within 14 days of receipt of the replacement component, the Customer will be invoiced for the replacement component.*

**On-site Technical Support (optional)**

Under the Lifetime program, the Customer may request OpenTech to arrange for a third-party technician to be dispatched to the Customer’s location. This service will be based upon requests from the Customer and a fee will be charged to the Customer.

This service is done at OpenTech’s sole discretion. If the problem is determined to be caused by the actions or neglect of the Customer’s representative, the Customer will be billed for the travel expenses associated with the on-site service call.

OpenTech will complete any required on-site service for the first 90 days from delivery of the INSOMNIAC Kiosk at no charge.