



INSOMNIAC CIA ORDER AGREEMENT

OpenTech Alliance, Inc., 2101 West Peoria Avenue, Suite 100, Phoenix, AZ 85029 Phone: 602 749 9370 Fax: 602 324 8658

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 INSOMNIAC CIA software, and related updates, features, services, and materials, provided by OpenTech (collectively the "Software") during Customer's Lifetime Services subscription 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 INSOMNIAC™ CIA hardware set forth in this Agreement ("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; or (iii) 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 Services subscription the Products will operate materially in accordance with the specifications published by OpenTech and any hardware components of the Products that require replacement within the 1 Year Warranty period, will be refurbished, repaired or replaced at no additional charge to Customer (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. The Warranty shall terminate if Customer's Lifetime Services subscription lapses or if Customer changes or modifies the Products, except as directed by OpenTech. The Warranty does not include service, replacement, repair, or damage to the Products resulting from vandalism, accident, negligence, disaster, misuse, abuse, or alteration of or with respect to the Products and does not include other extraneous causes, including unavailability of components, labor difficulties, war, riot, acts of God, export control regulations, laws, judgments, or government instructions.

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 SERVICES REQUIRED

Lifetime Services is an annual support service and Software subscription commitment for the Products commencing the first month that it is billed. Lifetime Services 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 SERVICES THE PRODUCTS WILL NOT FUNCTION. The fee for annual Lifetime Services 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 Services is terminated and Customer desires to reinstate it, Customer must pay the fees to bring Customer current for the period Lifetime Services was not provided. 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.

ORDER CANCELLATION POLICY

All orders are non-cancelable.

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.

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

This Agreement represents 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 affected 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.

Lifetime Programs for CIA

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

Lifetime Service for CIA

Lifetime Service is a service that has two components as defined below; Software Subscription and Technical Support. The Lifetime Service program provides for a one-year of protection against manufacturer defects on all components at no cost to the customer. Subsequent to the first year all component replacement will be charged to the customer.

Customer is responsible for engaging with a competent qualified service technician to install and/or repair CIA hardware.

Software Upgrades and Enhancements

CIA includes several software components including firmware for keypads, relays, wired alarms and the gateway, cloud software for the Control Center, and Storage Genie mobile apps both iOS and Android for tenants to use. All the software receives regular updates and enhancements which are included at no charge as part of the program. The firmware updates are distributed via the internet and require the customer to press a button on the Control Center to perform the firmware update. The firmware updates will take the keypads and gateway offline for a few minutes during the update process, which is why the system lets the customer decide when to initiate the process. Users of the Storage Genie apps will be notified via the process used by the specific mobile platform for updating apps on their phone.

Management software interface upgrades and enhancements will be made available when the management software is upgraded.

Technical Support (+1 602.773.1700)

OpenTech will employ trained technicians to answer questions and resolve customer 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 issue reported. If a customer 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. An OpenTech technician will respond within 24 hours Monday thru Friday.

In order to offer customers superior customer service, we must prioritize our response to meet the needs of the most severe issues first. The following defines the different levels of severity:

Severity 1: CIA is not operational.

- System is not operating
- Access Denied to All Areas
- No power to devices
- Control Center is down or not operating
- Part Replacement

Severity 2: Setting Adjustments or setup

- Setting Configurations
- Alarm setup and configurations
- Intermittent Issues with hardware
- Elevator Configurations and Troubleshooting
- Wireless Signal Testing
- Bluetooth/Storage Genie Setup or Troubleshooting

Severity 3: General questions

- Control Center Training and Usage
- Updating or Changing Facility Info
- 3rd Party Integrations (Lyric, Alexa, DaVinci)
- User Setup or Changes

Severity 4: General question on how something with CIA works.

- How to get reports
- How to use the Control Center

Lifetime Protection for CIA

This service includes all the benefits of Lifetime Service plus the CIA hardware protection defined below.

Hardware Protection

INSOMNIAC CIA hardware will be repaired or replaced at no cost as result of manufacturer defects and damage caused by power surges from lightning. All hardware is configured prior to shipment so it has been powered up, tested and programmed prior to installation.

Any modification of any unit, including drilling of holes, improper wiring or installation, will negate the hardware protection part of this program. Replacement of hardware damaged during installation due to improper wiring or installation will be done at the expense of the customer.

Fire, water damage, theft, natural disaster, or vandalism is not covered under the Lifetime Protection Program and should be covered under the Licensee's property insurance policy.

Once notified by the property manager that there is a problem with a component, the OpenTech support technician will attempt to diagnose the problem with the manager over the phone. 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 a professional technician (or qualified customer) through the replacement of the component.

All replacement, installation, and telecommunication or Internet connections required to use of OpenTech products are the customers' responsibility. Customer is also responsible for engaging with a competent Access Control installation technician to install and repair CIA hardware.

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