



CLIENT SERVICE AGREEMENT

UNITED SECURITY SERVICES INFORMATION (referred to hereinafter as "Company.")

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|--------------------|----------------------------------------------------------------------------------|
| Principal Address: | United Security Services 1750 California Ave Corona, CA. 92882 |
| | Second Floor, Suite 210 Corona, CA 92881 800.505.1234 PPO License 14973 |

CLIENT INFORMATION (referred to hereinafter as "Client.")

| | |
|-------------------------|-------------------------------------------------------------------------------------------------------------|
| Company Information: | Los Angeles Leadership Academy |
| Accounting and Billing: | Tina Butler Chief Operations Officer |
| Contact Information: | (323) 394-1137 tbutler@laleadership.org 2670 Griffin Avenue Los Angeles, CA 90031 United States |
| Site Contact Name(s): | Elsa Ochoa, High School Principal, (213) 605-4895, eochoa@leleadership.org |
| Phone and email: | Marina Pilyavskaya, Director of Finance, (818) 620-7596, mPilyavskaya@laleadership.org |
| Service Site Address: | Los Angeles Leadership Academy 234 East Avenue 33 Los Angeles, CA 90031 United States |

1. DEFINITIONS:

- a. "Assigned Employees" are those individual service providers who are employed by United Security Services and staffed based upon the terms set by both parties.
- b. "Temporary or Event Services Contract" means an engagement for a limited or short period of time or for a limited purpose.
- c. "On-Demand Contract" means engagement by Client based upon immediate need or minimal notice to Company.
- d. "Permanent Contract" means an engagement for an indefinite period of time whereby the Company is engaged by the Client until such time as the Client or Company terminates this agreement as provided herein.
- e. "Force Majeure" is an event or effect that cannot be reasonably anticipated or controlled including, without limitation, any circumstance that could not be foreseen, avoided, or eliminated, including fire, flood, lightning strike, earthquake, storm, explosion, or other natural disaster, acts of war, acts of public enemies, terrorism, riots, civil commotion or unrest, malicious damage, sabotage, adverse government actions, and any other similar circumstances.
- f. "Proof" means reasonable evidence or argument that establishes or helps to establish a fact or the truth of a statement.
- g. "Bi-Weekly" means appearing or taking place every two weeks.
- h. "Weekly" means completed, produced, or occurring once per week.
- i. "Monthly" means completed, produced, or occurring once per month.
- j. "Day Rate" refers to the cost for any twenty-four (24) hour period of time.
- k. "Services" means those tasks and obligations of the Company as stated in Exhibit "A" hereto.



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2. **SCOPE OF WORK GENERAL.** Customer hereby engages Company to assign its employees ("Assigned Employees") to perform the type of work described in Sections three (3) through eight (8) of this agreement, and in "Exhibit A", (Post Orders) hereto, including the Company's Client Service Information (CSI) completed by Client, if applicable; Exhibit "A" may include Post Orders and/or CSI and may be modified by a written agreement executed by both the Client and Company, (Addendum "A") to facilitate changes to the specific services, times, structure, and related matters covered under this agreement. The client agrees to contact a company representative with authority to make changes to the post orders, times, structure, or related matters; On-site Security Guards are NOT authorized company representatives for this matter. The client additionally understands and agrees that the company, in its sole discretion and determination, with respect to the company's operational structure, may move, replace, or modify the specific guard on the client's site as needed to support the company. The client understands that there is no guarantee that any specific guard will remain on post for the duration of the contract. The client has the right, when asked in writing to an authorized representative of the company, to have a guard replaced with another guard for the worksite covered under this contract for any reason whatsoever. The client understands that changes to the guard on post will take upwards of seven (7) days to take effect thereby maintaining effective operational readiness of both the Client and Company. In the event that the Client determines that no guard is needed on any given date/time, and fails to inform the Company prior to seven (7) days before the onset of said shift, whereas the guard has arrived on site and subsequently sent home early; Client agrees to pay for a minimum of eight (8) hours of guard service regardless of time sent home.
3. **TERM.** Services will begin on **September 19th 2022**, and end on **September 19th 2023**. Terms of less than one (1) year are considered Temporary Services. Following the initial term, this agreement will remain in effect until terminated by either party pursuant to the termination requirements set forth under this contract contained herein Section Three (3) Client will provide the Company with a written notification of cancellation Thirty (30) days prior to the term end date if services will not continue past the term end date. Notwithstanding anything herein to the contrary, the Client shall have the right at their sole election, to terminate this agreement with or without cause upon the delivery of Thirty (30) days written notice to the Company, provided all sums due and owing under this agreement have been paid. This written notice from the Client to the Company will contain the specific reason(s) or no reason whatsoever why the contract is being terminated. The client agrees to pay Company early cancellation compensation in the amount of Zero (\$0.00) Dollars upon termination prior to the First 3 months of the original start date. The company shall have the right at their sole election, to terminate this agreement for any cause or no cause whatsoever. Temporary Services lasting longer than Three (3) days are subject to the same requirements for a cancellation described in this Section three (3) unless otherwise stated herein. The client agrees upon termination following the original term end date to compensate Company in the amount of Zero (\$0.00) Dollars on the final invoice for operational removal of equipment and signage placed on the client's site.
4. **PRIMARY SERVICE START DATE.** Services will commence on **September 19th 2022** in accordance with the structure and times contained under section Eight (8) below. The client understands that the Company incurs additional costs associated with the setup of the account. The client, therefore, agrees to compensate the Company in the amount of the Account Setup Cost listed under section Eight (8) below or Zero (\$0.00) Dollars, whichever is lower, if the Client terminates the contract prior to the actual start date of service.
5. **ADDITIONAL SERVICES REQUESTED.** The client may at any time with a minimum of Seventy-Two (72) Hours notice, request additional guards or services using Addendum "B" attached, considered On-Demand Services. The client is responsible for completing the form and sending it via email to proper Company channels for the execution of said services. Depending on the nature of the additional service, the rates listed under Section Eight (8) may or may not apply to the additional services requested and must be agreed upon by both Client and Company.
6. **PURPOSE.** The purpose of the security guard is to provide a strong security presence at the school, and the main focus of the guard is the safety for the students and the staff at the school. The guard needs to be friendly and helpful, they can say hello to the students. The guard is to patrol the property to be visible to the students, and staff at all times. The guard can walk to the corner of the school, after school is dismissed to make sure the children safely get into the cars of the people who pick them up at the school. The guard may park their vehicle in front of the school.
7. **CALIFORNIA LABOR STATUTE.** The client is hereby notified that Company follows all applicable California Labor Statutes / OSHA for Minimum Wage, Meal Times, and breaks.



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8. **CONTRACT RATE.** The Services shall be performed at the rate(s) and time(s) listed below for each Assigned Employee and any additional services to which the parties have agreed in writing.

| SERVICE TYPE | SERVICE DESCRIPTION | HOURS Per Week | RATE |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------|
| SERVICE | One (1) Armed Standing Guard Schedule: Monday to Friday 7:30 AM to 4:00 PM (8 Hour Shift) (30 Minute Unpaid Lunch for the Guard) | 40 | \$34.25 |
| OVERTIME | Overtime Rate | | \$51.37 |
| HOLIDAY | Holiday Rate | | \$51.37 |
| MONTHLY | Monthly Average Cost of Services Calculated by taking 24 hours weekly x 52 weeks / 12 months (This is a true average per month) | 173.33 | \$5,936.66 |
| ASC | Account Setup Cost (one (1) time charge){1st invoice} | | \$100.00 |
| DEPOSIT | Deposit for Services if applicable | | \$6,036.66 |

9. **HOLIDAY RATE:** Client acknowledges the following days as "Holidays" and agrees to pay a "Holiday Rate" of one and one-half (1.5) times the standard hourly rate, listed in Section Eight (8), for services rendered on said Holiday. United Security Services recognizes the following holidays: New Year's Day (January 1), Easter Sunday, Memorial Day, Independence Day (July 4), Labor Day, Veterans Day (November 11th), Thanksgiving Day, and Christmas Day (December 25). In the event that said Holiday is recognized by the United States federal government as being observed on a different day than that indicated herein, the date of the Holiday shall be the date on which such Holiday is recognized by the United States federal government.
10. **OVERTIME RATE:** The client understands that shifts in excess of Eight (8) hours for a specific employee will result in an "Overtime Rate" of one and one-half (1.5) times the standard hourly rate, listed in Section Eight (8). The company has a minimum standard of six (6) Hours. per shift, per employee unless otherwise stated in Section Eight (8) of this agreement. Shifting that does not promote this minimum structure of hours will hereby be subject to overtime rates contained herein. The client is not responsible for Overtime Rates when the Company places an employee on-site which will create an overtime situation. The company will handle all overtime concerns at this point. The client is responsible for Overtime Rates when the Client requests an extension of hours past the regularly scheduled time frame.
11. **MINIMUM WAGE RATE INCREASES:** Due to minimum wage statutes within the State of California and/or specific County of Service or City Ordinance, the Client understands that Company will increase the bill rates in Section Eight (8) of this agreement on the date(s) specified by either State, County, or City Statute corresponding to the minimum wage rate increase. The client further understands and accepts that additional costs of payroll burden will be added to any minimum wage increase for the specified increase.
12. **ADJUSTMENT TO RATES:** Separate from Minimum Wage Rate Increases and during the term of this agreement, all rates and prices listed in Section Eight (8) of this agreement shall not be adjusted unless the Client and Company mutually agree in writing to adjust the rates and/or prices and/or modify or amend this agreement using the Agreement Change Form (Addendum "A") attached, and full disclosure of said change must be in writing.
13. **PAYMENTS.** The company will bill the Client on a Post-Billed Monthly basis at a combined rate (the rate applicable for all Services aggregated together) based upon the information provided in Section Eight (8) of this agreement. The client agrees to pay the invoice within Fifteen (15) days of the date of any such invoice. If the Client fails to make such payment within such a time frame, a ten percent (10%) interest charge will be added to the Client's overdue balance. The client may make payment by company check, company credit card, debit card, or ACH/EFT. Electronic Funds Transfer (EFT) will be provided to the Client upon request. A Four Percent

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(4%) processing charge will be applied to all invoices paid by Credit Card. The following terms and conditions regarding payment shall also apply to this agreement:

14. **INVOICE AUDITING** Client understands that the Company will perform periodic auditing of past invoicing/billing. The client further understands that valid discrepancies in the invoicing / billing dating back to the original date of the contract will be invoiced to the client for payment in full. The client will have Fifteen (15) days upon receipt of such discrepancy invoicing to provide payment to the Company.
15. **INVOICE DISPUTES.** After receiving an invoice for services performed, the Client will have ten (10) business days (from the invoice date) to contact United Security Services to dispute any items contained therein. United Security Services will make every effort to resolve any disputes in a timely manner. The client has brought the dispute to the attention of the Accounting Department for United Security Services. Disputes must be in writing and sent to United Security Services via standard mail or emailed to Billing@unitedweguard.com.
16. **NON-SOLICITATION.** Client agrees that during the term of this agreement and for a period of twelve (12) months immediately following the termination of this agreement or termination of Client's relationship with Company for any reason (whichever is earlier), Client shall not cause its employees and/or agents to, either directly or indirectly, solicit, induce, recruit or encourage any of Company's employees, consultants, contractors, agents or representatives to leave their employment or engagement with Company, or attempt to solicit, induce, recruit, encourage or take away employees, consultants, contractors, agents or representatives of Company, either for itself or for any other person or entity. Client further agrees that any breach of this clause of this agreement for whatever cause or reason, either direct or indirect, Client will compensate Company in the amount of Five thousand (\$5,000.00) dollars or the equivalent of one (1) month's calculated service as described in Section Eight (8) of this agreement.
17. **EMPLOYEE(S):** (a) Personnel supplied by Company are those of the Company and nothing in this agreement or in the relationship between the parties shall be deemed or construed to create any employee-employer, independent contractor, or any other similar relationship between Client and any Company personnel. Nothing herein shall create any franchisee, officer, partner, or joint venture relationship between the parties hereto for any purpose. Neither of the parties hereto may create or assume any obligation on behalf of the other. The company is solely responsible for social security, unemployment, and/or similar tax withholding requirements applicable to its employees. (b) Company is a Federal Government Contractor and complies with Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973 as amended; Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 and related regulations. Company personnel, including without limitation, all Assigned Employees will be assigned without regard to race, age, color, creed, sex, sexual orientation, gender identity, and veteran status or national origin. The client agrees that employees will be given lunches and breaks in accordance with all applicable state labor laws. The client understands and agrees that said security guards are the sole responsibility of the company with regards to all human resources matters applicable under state laws. The client will not engage the guard in any way regarding human resource matters. The client agrees not to engage employee(s) about site post orders when a question(s) becomes apparent. The client will contact authorized company representative(s) only as referenced herein, section two (2), Scope of Work.
18. **RESPONSIBILITY FOR PERSONNEL.** The company shall enforce strict discipline and good order among Company's personnel, and shall not utilize unfit persons or persons not sufficiently skilled in the tasks to which such personnel is assigned. The company shall perform a suitable background check on all personnel to verify to the extent possible that no personnel have been convicted of, or pled guilty to, any felony. The performance or other disciplinary issues shall be promptly and appropriately dealt with by the Company. In the unlikely event that any person performing Services suffers, or makes a claim asserting any injury, death, property loss, or damage, Company shall administer any resulting worker's compensation claim and assume responsibility, to the extent legally required, for such injury, death, property loss or damage. The company shall indemnify and hold the Client, including its directors, officers, employees, agents, and volunteers, harmless from and against any and all demands, actions, proceedings, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any claims made by or on behalf of the Company's personnel against Client. This provision shall survive the termination of this Agreement.
19. **NO JOINT EMPLOYMENT.** The relationship between the parties under this agreement shall be that of vendor and vendee. Nothing contained herein shall be construed to place the Company and Client in the role of joint employers. Except as authorized herein, neither party has the right, power, or authority to assume or create any obligation on behalf of, or in the name of, the other party or to bind the other party in any other way.
20. **COMPANY PERFORMANCE STANDARDS.** The company shall be responsible for performing the Services contemplated by this agreement to the best of its abilities and according to any applicable industry standards.

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The company shall use its best efforts to provide the Services in a manner that satisfies the best interests of the Client.

- 21. INSURANCE.** Company agrees to provide insurance coverage at least as broad as; Commercial General Liability coverage with limits of at least \$5,000,000 per occurrence to include bodily injury, products, completed operations and property damage. Automobile Liability insurance with limits of at least \$5,000,000 per accident for bodily injury and property damage. These limits may be satisfied using an excess or umbrella liability insurance policy. Workers' Compensation insurance as required by the State law and Employer's Liability Insurance with minimum limits of \$5,000,000. Any deductibles or self-insured retention will be the responsibility of the Company. Cyber Liability insurance with limits of at least \$1,000,000 per claim. The General Liability, Cyber Liability and Automobile Liability policies are to the fullest extent permitted by law to name the School, its officers, officials, employees, and volunteers as additional insureds including materials, parts or equipment furnished in connection with such work or operations that was supplied by the Company. For any claims related to this project, the Company's insurance coverage shall be primary to any insurance carried by the School, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the School, its officers, officials, employees, or volunteers shall be excess of the Company's insurance and shall not contribute with it. The Company shall furnish the School with original certificates and endorsements affecting coverage required by this contract. All certificates and endorsements are to be received and approved by the School before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The Company hereby grants to the School a waiver of any right to subrogation which any insurer or contractor may acquire from the contractor by virtue of the payment of any loss. Company agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Any Subcontractors hired by the Company shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.
- 22. CHANGES TO INSURANCE.** The company may, without notifying the Client, alter, modify, amend or change the values of insurance carried due to operational concerns and readiness of the Company. At no time will the Company reduce the limits of insurance to a value that is lower than the value required by Clients, or a value that is lower than the statutory requirements of the State of California.
- 23. ADDITIONAL ENDORSEMENTS.** Additional endorsements requested by the client will need to be requested at the time of account setup. The client understands that any additional endorsements not covered under the Standard Certificate of Insurance results in an additional processing cost(s) of a minimum of \$25.00 per endorsement. The client agrees to compensate Company for those endorsements on a case by case basis pursuant to the specific endorsement cost(s).
- 24. CHANGES REQUESTED BY CLIENT.** Any change to the Certificate of Insurance (COI) or Additional Insured Endorsements requested by the Client that is not covered under this agreement pursuant to Sections Twenty-One (21), Twenty-Two (22), and Twenty-Three (23), will be made in writing to Company by Client and subject to a minimum fee of \$25.00 per document requested. Changes to either the COI or endorsements for the purpose of this clause are based on the specific need of the Client for change of ownership, change of address, change of specific wording for endorsements, or for other reasons where the original COI or Endorsement has been made no longer valid by the Client.
- 25. PERIODIC CHANGES TO CERTIFICATES.** The company will provide upon request by the Client, updates to the Certificate of Insurance (COI) when the date of coverage has lapsed on the previous COI.
- 26. COMPANY REQUESTED A CERTIFICATE OF INSURANCE.** The client shall obtain at its own expense general liability insurance in the amount of at least \$2,000,000 per occurrence, for protection against claims of personal injury, including death, or damage to property, arising out of the Project. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of California. Said insurance shall also name the Company as an additional insured. The Client shall provide the Company with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. Certificate holder information is as follows: Arya Security Services, Inc., 1750 California Ave, Ste 210, Corona, CA 92881.
- 27. FORCE MAJEURE.** The company shall not be held liable for any failure of, or delay in the performance of this agreement, for the period that such failure or delay is due to causes beyond its reasonable control, including any Force Majeure event. Events may include but are not limited to: War, riots, earthquakes, hurricanes, lightning, explosions, energy blackouts, unexpected legislation, lockouts, slowdowns, strikes, or Acts of God.
- 28. TERMINATION FOR CAUSE:** Pursuant to the requirements of Section Three (3), termination for cause will follow the additional requirements as listed under Section Twenty-Eight (28); Client agrees to give the company Forty-Five (45) days to correct any service deficiency prior to the notice of termination and client agrees to not terminate the contract for service deficiencies during this time.

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29. **SERVICE INTERRUPTIONS:** Company shall promptly notify Client if Company reasonably foresees any delay or interruption in the performance of any Services, and shall use its reasonable efforts to mitigate the effects of any such delay or interruption, and prevent the re-occurrence of same. The client understands that there will be times when the guard is late, calls out sick, or is a "No Show". The client agrees to call the 24-hour dispatch number referenced under section Forty-One (41) of this agreement when either one of these events occurs. The client understands that a reasonable amount of time is needed to obtain a replacement guard under these circumstances and the company shall use its reasonable efforts to mitigate the effects of any such delay or interruption of service.
30. **SERVICE SCHEDULE CHANGES PER CLIENT REQUEST:** The client agrees to provide the Company with sufficient time, a minimum of Fifteen (15) calendar days, to redirect Assigned Employees when a change to Service dates and times is made known from said Client. The company will make every effort to change the Service dates and times as quickly as possible upon receipt from the Client of a change order. For the purpose of this section, a change to service dates and times is defined by the following:
31. **EQUIPMENT:** Company will provide equipment agreed upon in writing as referenced herein in Section Four (4) of this agreement. Equipment may include but is not limited to: company vehicles; gas-powered vehicles, golf carts, segways, and bicycles; Communication devices; cellular phones, radios, or other communication devices; company lockboxes, and mailboxes. This equipment will be maintained on the Client site. The client agrees to provide a safe and secure location for company equipment on the client site.
32. **EQUIPMENT MALFUNCTIONS AND ROUTINE MAINTENANCE:** The client understands that company-provided equipment from time to time will malfunction or require preventative upkeep maintenance. The client understands that the Company shall use its reasonable efforts to mitigate the effects of any such malfunction or routine maintenance of said equipment: Typically resolved within seventy-two (72) hours.
33. **INSTALLATION OF EQUIPMENT / PERMANENTLY OR TEMPORARILY AFFIXED TO CLIENT SITE; (CAMERAS AND / OR MONITORING DEVICES):** The client understands that company provided equipment from time to time will malfunction or require preventative upkeep maintenance. The client understands that the Company shall use its reasonable efforts to mitigate the effects of any such malfunction or routine maintenance of said equipment: Typically resolved within seventy-two (72) hours. The Company guarantees all installations to be free of manufacturing defects for a period of one year from the installation date. Maintenance thereafter shall be a minimum trip charge of two hundred (\$200) Dollars rate.
34. **CONFIDENTIAL INFORMATION.** Both parties may receive information deemed proprietary or confidential in nature, to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to unrelated third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of Client's confidential or proprietary information will be imputed to the Company as a result of any Assigned Employees' access to such information.
35. **DISPUTE RESOLUTION.** Any dispute, controversy or claim arising out of or relating in any way to this agreement including without limitation, any dispute concerning the construction, validity, interpretation, enforceability or breach of this agreement, shall be subject to the terms and conditions stated in this Section Thirty-Three (33). The parties hereto agree to attempt in good faith to resolve any controversy or claim first by in-person, face-to-face negotiations. Thereafter, the parties shall attempt to resolve any and all disputes by formal mediation through the Orange County Office of Judicate West. Mediation fees shall be divided equally among the parties involved. If the matter is not resolved following such mediation, the parties agree to submit to the personal jurisdiction of the courts located in Orange County, California and agree that any dispute shall be adjudicated by such courts.
36. **COOPERATION.** The parties agree to cooperate fully and to provide reasonable assistance to each other in the investigation and resolution attempt of any complaint(s), claim(s), action(s), or proceeding(s) related to the performance of any Assigned Employees.
37. **MUTUAL HOLD HARMLESS AND INDEMNIFICATION COVENANT.** Client agrees to protect, indemnify, and hold Company, its directors, officers, members, affiliates, agents, and employees, harmless from and against any and all third party claims, demands, and causes of action, and any costs (including, but not limited to, reasonable attorneys' fees, expert witness fees, and court costs) incurred in connection therewith, arising from or relating to any breach of any of Client's covenants, representations, duties and/or obligations arising under this agreement and/or relating to the Services. Company agrees to protect, indemnify, and hold Client, its directors, officers, members, affiliates, agents, and employees, harmless from and against all third party claims, demands, and causes of action, and any costs (including, but not limited to, reasonable attorneys' fees, expert

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witness fees, and court costs) incurred in connection therewith, arising from or relating to any breach of any of Company's covenants, representations, duties and/or obligations arising under this agreement.

38. **HAZARDOUS AND/OR DEFECTIVE MATERIALS/CONDITIONS:** client agrees and understands that the responsibility to meet and comply with OSHA Hazardous Communication Standards solely belongs to the Client. The client will indemnify and Hold United Security Services harmless from all claims, including the injury to United Security Services employees arising out of a condition existing at Client's Premises or Client's violation of any safety or health-related law or regulation. This provision shall survive termination of this Agreement.
39. **ATTORNEY FEES.** The prevailing party or parties in any legal action or another proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
40. **GOVERNING LAW AND VENUE.** This agreement shall be governed, construed, interpreted, and enforced in accordance with the laws of the State of California without regard to its conflict of laws rules. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts of Orange County, California.
41. **DISCLAIMER OF WARRANTY.** The company does not guarantee, represent, or warrant that the services will prevent any loss occasioned by burglary or other criminal activity, fire, or otherwise. The client acknowledges that the company is not an insurer. The company has made no representations or warranties, nor has the buyer relied on any representation or warranties, express or implied, except as set forth herein.
42. **ASSIGNMENT / RIGHT OF SUBSTITUTION** Company may assign, delegate or subcontract the whole or any part of its rights or obligations under this agreement without the Client's prior written consent. The client may assign this agreement to an affiliated entity that takes over the operation of any facility identified in this agreement, and pursuant to Section Fifty (50) of this agreement (Binding on Successors and Assigns). In the event of the use of third-party affiliates, the following will apply
43. **OWNERSHIP OF INTELLECTUAL PROPERTY.** All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Company. The use of Intellectual Property by the Client will be restricted in any manner. The Client may not use the Intellectual Property for any purpose other than the contracted for in this Agreement except with the written consent of the Company. The Client will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.
44. **RETURN OF PROPERTY.** All provided equipment is owned by the Company unless it is specified in this agreement. Upon the expiration or termination of this Agreement, the Client will return to the Company any property, which is the property of the Company within two weeks of the final date of service.
45. **AUTONOMY.** Except as otherwise provided in this Agreement, the Company will have full control over working time, methods, and decision making in relation to the provision of the services in accordance with the Agreement. The company will work autonomously and not at the direction of the Client. However, The company will be responsive to the reasonable needs and concerns of the client.
46. **NOTICES AND CONTACTS.** For all communication, customers must contact our 24/7 help desk. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given if delivered personally or sent by a reputable and recognized receipted delivery service such as FedEx, UPS, or USPS; with return receipt requested, to the party to be notified at the addresses set forth below:

24/7 UNITED SECURITY SERVICES HELP DESK / DISPATCH: (800) 505.1234 Ext #1

Mail to United Security Services: (general information, correspondence, inquiries):

United Security Services, Headquarters, 1750 California Ave, Ste 210, Corona, CA 92881 (800) 505.1234

For all client service and/or purchases inquiries:

(800) 505.1234 Ext #2

For Billing Department Inquiries:

(800) 505.1234 Ext #3, Billing@unitedweguard.com,

For insurance inquiries and verification:



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El Dorado Insurance Agency, Inc, 713-521-9251, Jennifer Leroy, jleroy@eldoradoinsurance.com

Correspondence to the Client:

Will be referred to "Client Information" contained on page one (1) of this agreement

- 47. **INTEGRATION OF AGREEMENT.** This agreement supersedes all prior discussions, agreements, and understandings between the parties and constitutes the entire agreement between the parties hereto with respect to the transaction herein contemplated. Changes, modifications, waivers, additions, or amendments to the terms and conditions of this agreement shall be binding only if documented in writing and signed by a duly authorized representative of the party to be bound.
- 48. **INTERPRETATION OF AGREEMENT.** If any provision of this agreement shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such an instance, but the remaining provisions shall be given effect in accordance with their terms.
- 49. **COMPLIANCE WITH LAW.** The parties agree to comply with all state, federal, and local laws, rules, regulations, orders, and ordinances applicable to each of their operations.
- 50. **BINDING ON SUCCESSORS AND ASSIGNS.** This agreement is binding upon and ensures the benefit of, the parties and their respective successors and assigns. All provisions, pricing, services, and structure of this agreement shall inure to the benefit of, and be binding upon the respective heirs, successors, personal representatives, administrators and assigns, new ownership, and/or new management of the property and/or site and/or Business contained in this agreement and of the parties hereto.
- 51. **WAIVER.** Any failure or delay in exercising any right or remedy, or any failure of action or omission shall not operate as a waiver or estoppel of any right, remedy or condition of this agreement. A waiver once given shall not be construed as a waiver on any future occasion or against any other person.
- 52. **COUNTERPARTS.** This agreement may be executed in several original counterparts, each of which shall be deemed an original for all purposes, and all such counterparts shall constitute but one and the same agreement.

Client Signature: *Jana Bult*
 Title: *Chief Operations Officer*
 Date: *09/15/2022*

Sepand Goudasiaei

Sepand Goudasiaei
Sales Manager
United Security Services
Date: 09/13/2022

Moe Nomair

Moe Nomair
Vice President of Operations
United Security Services
Date: 09/13/2022

Initials *JB*

CLIENT SERVICE AGREEMENT

Addendum "A"

Client Service Agreement Change Form

1. This form will serve as a Client Service Agreement Change Form pursuant to the original contract dated September 13, 2022 executed by both the Client, (Los Angeles Leadership Academy) and the Company (United Security Services). This change order will take effect immediately upon signature execution by both parties.

2. Purpose of Change:

3. Effective Date of Change:

4. Signature Execution of Change: Executed by Signature, Client and Company.

United Security Services

Name

Title

United Security Services

Date:

for Client

Name

Title

Company

Date:



CLIENT SERVICE AGREEMENT Addendum "B" On Demand Service Request

1. This form will serve as an On Demand Service Request pursuant to the original contract dated September 13th 2022 executed by both the Client, (Los Angeles Leadership Academy) and the Company (United Security Services).
2. Dates and Times Requiring Service:

| SERVICE TYPE | SERVICE DESCRIPTION | HOURS | RATE |
|--------------|------------------------------------|-------|------|
| SERVICE | | | |
| SERVICE | | | |
| SERVICE | | | |
| SERVICE | | | |
| TOTAL | Total Cost of Services | | |
| DEPOSIT | Deposit for Services if applicable | | |

3. Address / Site of Service:

4. Point of Contact for Service:
 - a. Name
 - b. Cell Phone
 - c. Email:
 - d. Accounts Payable Contact Information:

5. Specific Purpose of Service (Narrative of Duties):

6. Specific Requirements (Uniform, Type of Service, Etc).

7. Signature Execution of On Demand Request:

Company

Name
Title
 United Security Services
Date:

Client

Name
Title
 Company
Date:

Initials *AB*