

SureScan Terms of Service

Before using our SureScan Software (as defined below), please read these Terms of Service (“Terms”). These Terms, and all documents referred to in them, and any amendment or addendum referencing these Terms entered into by the parties, form a binding agreement between you and us (“Agreement”). Pursuant to these Terms, you and your Users will be provided with access to the SureScan Software in accordance with your Service Order or as may otherwise be ordered by you under this Agreement.

1. DEFINITIONS. As used herein: **“Applicable Law”** means all applicable laws, treaties, regulations, and conventions, including without limitation those related to data privacy and the exportation of technical or personal data. **“Customer”, “you” or “your”** means the entity identified as the “Customer” in the Service Order. **“Customer Data”** means data in any form accessed, received, managed, transmitted, stored, or otherwise processed by the SureScan Software on behalf of Customer, or its Users, including without limitation Provisioning Information and User Content. Customer Data does not include Metadata. **“Detrimental Change”** means a material detrimental impact on your use of the SureScan Software. **“Documentation”** means training, marketing, and demonstration materials, diagrams, test plans, and workflows provided by us in support of the SureScan Software. **“Early Termination Fee”** means an amount equal to all monthly recurring Service Fees for the terminated SureScan License(s), multiplied by the number of months remaining in the Service Term, and if requested by us, the dollar value of any promotional credit awarded to you by us as set forth in any special promotions document, plus all applicable taxes. (Any Termination Fees shall be specifically set forth in the Service Order, if applicable.) **“License”** means the right for a User to access and use specific SureScan Software (e.g., on a “named user” or “concurrent user” basis). **“Hardware”** means hardware detailed on your Service Order or the Documentation or otherwise provided to you by us. **“Implementation Services”** means any SureScan Software-related software or hardware installation, implementation, configuration or customization services, or any other professional services set out in a Service Order you have submitted directly to us or one of our Authorized Partners. **“Initial Service Term”** means the initial period specified in the Service Order. **“Metadata”** means non-personally identifiable, aggregated data or information that provides information about the use of the SureScan Software, Customer Data and/or Use Records that does not include Customer’s proprietary materials or Confidential Information and does not identify Customer. **“AERO “we”, “our” or “us”** has the meaning set out in Section 14.1 (AERO Entity). **“Provisioning Information”** means information provided by you to us about a User which is used to provide/ provision the License(s) (e.g., first name, last name, user name, e-mail address). **“Service Activation Date”** means the date on which a License is first made available to you for use. In the event a Service Order includes multiple Sites and/or multiple License(s), the Service Activation Date will be the date the first License is available at a Site. Each License will be considered to have been “first made available to you for use” when a user profile has been provided to you. License(s) added following activation of a profile will be considered to have been “first made available to you for use” as of the date added to your account. **“Service Fees”** means all monthly recurring service fees, non-recurring fees, set-up fees, usage including coverage based fees, rental fees, Hardware costs and Implementation Services fees and any other charges and fees which you have agreed to in a Service Order or SOW. **“Service Order”** means an ordering document signed and submitted by you to us or one of our Authorized Partners, detailing the License(s), Hardware and Implementation Services which you have ordered from us or our Authorized Partner, as applicable. **“Service Term”** means the Initial Service Term and Service Renewal Terms (as defined below), if any. **“Site”** means a physical location associated with a specific street address where Services are being provided. **“SOW”** means a statement of work which we may agree to perform for you from time to time. **“SureScan Software”** means any computer programs, source code, and documentation related to the services provided by AERO to Customer, including the SureScan mobile application, website portal, and all components of these systems including all intellectual property supporting their operation. For the avoidance of doubt, updates, modifications, and enhancements to the aforementioned computer programs, source code, and documentation are also included in this definition. **“User”** means your employees, consultants, contractors, or agents who you have authorized

to use a License in support of your business operations (including support of your customer’s business operations) and given user logins and passwords. **“User Content”** refers to any content transmitted/submitted or otherwise provided by a User(s) to us, including the SureScan Software. **“Use Records”** means records pertaining to a User’s use of the SureScan Software (e.g., service records, log in records, presence history), which shall not include any personal data or your other Confidential Information.

2. THE SERVICE AND USE OF THE SERVICE IN GENERAL

2.1 Initiation and Services. Provisioning of the SureScan Software will begin only after we receive and accept your Service Order. We will provide any Implementation Services set out in the Service Order and/or any SOW. Additional License(s) can be added by you through the issuance of a new Service Order or self-provisioning, where available. You can also change the type of your License(s) through the issuance of change orders.

2.2 Use of the Service. During the Service Term, you and your Users may use the SureScan Software and Documentation in connection with your business operations, including without limitation in support of your customers’ business operations in connection with the Goods purchased under the Manufacturing Supply Agreement entered into by and between the parties on or about the date of this Agreement at your customers’ locations (but not for any other form of redistribution or resale) in accordance with this Agreement and as set out in your Service Order. Notwithstanding the foregoing, where permitted by us, you may (i) in a given month, increase your number of Users above and beyond the number of Users set out in your Service Order provided that you pay us in arrears (as set out below) for such additional Users at our then current rate for such License, and (ii) as further detailed in Section 6.3, add additional License(s) on a term coterminous with the Service Term in effect at the time. If Customer exceeds the User limit set forth in the Agreement, Customer shall pay for such excess Users in connection with pricing then in effect as Customer’s sole obligation regarding such excess Users. You may use and reproduce the Documentation solely as necessary to support your and your User’s use of the SureScan Software.

2.3 Service Levels. We will deliver the SureScan Software in accordance with the SureScan Support Terms. In the event of a disruption or outage to the SureScan Software during the Service Term, your sole remedy, and our sole obligation, will be the service level remedies set forth in the Service Guide and this Section 2.3. SureScan shall provide maintenance and support regarding the SureScan Software, including (i) causing the SureScan Software to operate according to the Documentation and any applicable specifications and correct reported errors, and (ii) performing preventive maintenance on the SureScan Software and hosting infrastructure and other systems used to support the SureScan Software. SureScan will respond within 2 hours to a request to correct a defect or error resulting in a critical loss of functionality and will use diligent efforts to develop a work-around for the defect or error. For all other reported defects, errors and problems, SureScan shall respond within a commercially reasonable time, which may include, for a non-critical error, providing a bug fix or patch. Notwithstanding anything to the contrary contained in this Agreement, including the Service Guide, Aero will have at least 99.9% uptime during which the SureScan Software will be available for Customer’s use. Should SureScan fail to achieve the Availability Commitment as described in this Section, SureScan shall issue you a credit of a percentage of the monthly subscription cost as follows: (a) 99.9-99% = 5% of the prorated monthly fees; (b) 98.9-97.0% = 10% of the prorated monthly fees; (c) 96.9-90.0% = 20% of the prorated monthly fees; (d) 90-50% = 50% of the prorated monthly fees; or (e) <50% = 100% of the prorated monthly fees. If Aero fails to achieve this Availability Commitment three (3) times in any four (4) month period during the Term, Customer has the option to terminate this Agreement by written notice without further obligation and Aero shall promptly refund the pro rata portion of the subscription fees paid by Customer for the terminated portion of the term.

2.4 Service Revisions. During the Service Term, we may add, reduce, eliminate or revise SureScan Software features and functionality (or upgrade the underlying

platform used to provide the SureScan Software) at any time with no less than ten (10) business days prior written notice to you. Notwithstanding the foregoing, where in our reasonable opinion, a change will cause a Detrimental Change, we will provide you sixty (60) days prior written notice. We will reasonably assist you with any configuration or other changes required for your systems in the event of any such change (whether a Detrimental Change or not). In the event of a Detrimental Change, you may, at no cost, terminate the affected SureScan Software by providing us with written notice of termination within sixty (60) days of receiving your notice of the Detrimental Change. If we do not receive notice of termination, you will be deemed to have accepted the change and/or charge.

2.5 Performance. You acknowledge and agree that the quality, performance, and available features of the SureScan Software including any Hardware may be affected, impaired and/or disrupted by the quality, speed and usage of your (and your Users') broadband connection and/or third-party networks and will not function in the event of a power failure.

3. FEES & REIMBURSEMENTS

3.1 Service Fees, Invoicing and Payment. As of the Service Activation Date, you agree to pay all Service Fees for SureScan Software used by you and/or your Users during the Service Term. You will be invoiced in advance for non-usage-based Service Fees and in arrears at the end of each month for usage-based Service Fees. License(s) added to the Service Order during the Service Term will be invoiced in the month following the Service Activation Date for same on a pro-rated basis for the remainder of the Service Term, unless otherwise agreed by us. Undisputed Service Fees are due 30 days from the date you receive the invoice and are payable in the currency specified in your Service Order. Invoices will be deemed correct and binding on you unless we receive a dispute of charges, in writing, within thirty (30) days of an invoice being issued. To the extent you dispute, in good faith, any amount included in our invoice, the parties shall use reasonable efforts to resolve and settle such dispute within thirty (30) days of your written notice to us. Upon request of the other, each party will promptly provide full supporting documentation concerning any disputed amount. For clarity, you shall pay all undisputed amounts in our invoice but will have no obligation to make any payment of disputed charges on the invoice during the time it is subject to a good-faith dispute. Once the dispute is resolved you will pay the resulting agreed upon amount.

3.2 Taxes. Unless otherwise stated in the Service Order, all Service Fees are exclusive of tax. Unless you provide us with a tax exemption prior to us invoicing you, you shall pay all applicable taxes and governmentally imposed fees arising from your purchase under this Agreement (excluding taxes on our net income) that are set forth on your invoice.

3.3 Credit Worthiness. Subject to credit review, you may be required, upon our request, to make an advance payment or deposit to us for Service Fees.

4. CUSTOMER RESPONSIBILITIES & RESTRICTIONS

4.1 Service Rules of Use. You will: (i) comply, and cause your Users to comply, with both this Agreement including Applicable Law; and (ii) obtain all permits, licenses and authorizations or certificates that may be required in connection with your business activities pursuant to this Agreement. You shall not: (i) use the SureScan Software for any other way which knowingly or negligently allows third parties other than Users to exploit the SureScan Software; (ii) provide SureScan Software passwords or other log-in information to any third parties other than Users; (iii) share non-public SureScan Software features or content with any third party other than Users; and (iv) access the SureScan Software in order to build a similar or competitive product or service. Under no circumstances will you knowingly take any action(s) that are designed to harm or cause damage to our (or any third party's) network or premises, or to any of our other customers.

4.2 Unauthorized Access and Investigations. You will, and you will cause your Users, to take reasonable steps to prevent (i) unauthorized access to, or improper or fraudulent use of, your account, your Hardware and the SureScan Software and (ii) a breach of your security (each an "Incident"). You will immediately notify us of any known Incident and will use commercially reasonable efforts to stop an Incident. If we suspect, or become aware of, an Incident, we may investigate, and you will reasonably cooperate in any such investigation. We reserve the right to inform any applicable government of the investigation and we will provide prompt written notice of you of

any such investigation.

4.3 Customer Responsibilities/Liabilities. You are responsible for: (i) any customer responsibility requirements detailed in a Service Order; (ii) appropriately assigning any roles and permissions in the SureScan Software to continually meet your security and compliance requirements; and (iii) use of your SureScan Software passwords by Users.

5. CUSTOMER DATA

5.1 Instructions. You instruct us to process Customer Data and Use Records solely in accordance with the terms and conditions of this Agreement. We may only use and disclose Customer Data and Use Records to provide, bill, optimize, improve, support, troubleshoot, and maintain the SureScan Software and /or Hardware and to comply with Applicable Law, or a binding order of a court or governmental body (or other legal process) in accordance with this Agreement, including this Section 5 and Section 9. Notwithstanding anything in this Section 5 (Customer Data), we reserve the right to use, and to disclose Customer Data and Use Records to third parties: (i) subject to Section 5.3 (Court Orders, Subpoenas and Additional Disclosures), as a result of a legal or governmental demand including without limitation by a criminal enforcement agency or regulatory body; (ii) if your authorized personnel have provided prior written consent; or (iii) to protect the safety of a customer, a user, or a third party. You represent, warrant and covenant that you and your Users have all rights and consents (and have made all requisite disclosures) necessary: (i) for us to process Customer Data and Use Records for the purposes set forth in this Agreement; and (ii) for us to provide Customer Data and Use Records to our affiliates and authorized third-party service providers in accordance with and as necessary for the performance of this Agreement. You further acknowledge and agree that we may aggregate deidentified Customer Data and Use Records with data from other customers, and at our sole discretion use, disclose and commercially exploit such deidentified aggregated data in an anonymized form; provided, however, that it shall not include Customer's proprietary materials or Confidential Information and does not identify Customer.

5.2 Accuracy & Retention. You represent and warrant that all information you provide to us will be true. You acknowledge and agree that the SureScan Software provides a passive conduit for User Content, and you (and not us) are solely responsible for such User Content, subject to our obligations under this Agreement, including this Section 5 and Section 9. We retain Customer Data and Use Records for as long as reasonably necessary to provide the SureScan Software and to comply with Applicable Law, subject to any data retention requirements under Applicable Law and any written data retention commitment we make to you, including this Section 5. Notwithstanding anything herein, should we become aware of any User Content which materially violates this Agreement, we reserve the right to delete such User Content immediately and without notice.

5.3 Access and Storage. During the Term of the Agreement and for sixty (60) days after any expiration or termination, (i) Aero will store Customer Data in a mutually agreed upon standard format that will allow Customer to electronically access Customer Data; and (ii) upon the request of Customer, reasonably promptly move or transfer Customer Data to any Customer storage and/or to any third party storage designated by Customer from time to time without additional costs to Customer. Further, at all times during the Term of the Agreement Aero shall, at no cost to Customer, cooperate with Customer and assist Customer or any third party that Customer identifies with retrieving and transferring Customer Data from time to time. After termination or expiration of this Agreement, Aero shall, within a reasonable period of time (not to exceed five (5) business days) and at no cost to Customer, provide a copy of all Customer Data stored in the SureScan Software in the form of a flat electronic file or similar method as reasonably requested by Customer. Further, if requested by Customer, Aero will also assist Customer and/or any third party that Customer identifies with moving and transferring all Customer Data to any Customer storage and/or to any third-party storage designated by Customer without additional charge to Customer.

5.4 Storage. Aero shall (a) maintain all Customer Data in encrypted or otherwise secure form while in non-active storage, and (b) establish and maintain security for the storage, transmittal and access to all Customer Data, each in accordance with Customer's requirements.

5.5 Breach. In the event of a data breach, unauthorized access to Customer Data, or a breach of security of any Aero system, website, database, equipment or storage

medium or facility that results in unauthorized access to Customer Data by any third party (including any employee or subcontractor of Aero that is not authorized to access such information), Aero shall promptly notify Customer's designated security representative immediately, take all necessary steps (at Aero's sole cost and expense) to resecure its systems immediately and assist Customer, at Aero's expense, in determining the scope of the issue and an appropriate remediation plan. To the extent that such breach gives rise to an obligation to notify affected individuals, (a) Customer will have sole control over the timing, substance and scope of distribution of all data breach notifications; and (b) Aero will cooperate with Customer to develop and execute a public relations crisis management plan that addresses messaging to the public and applicable government authorities, including by providing a point person to coordinate with Customer on the public relations plan.

5.6 Location. All of the primary, backup and disaster recovery facilities used by Aero to provide the Services and the Work Product and any Services to Customer will, at all times during the Term, be located within the United States. Without limiting the foregoing, no Customer Data or other forms of Customer Confidential Information shall be transmitted, processed, or stored by or on behalf of Aero outside of the United States unless Customer provides its express written consent to Aero to do so.

5.7 Audit. Aero will only utilize third-party data center providers that engage a third-party auditor to perform, no less than on an annual basis, a Statement on Standards for Attestation Engagements No. 16 (SSAE 16) SOC 2, Type II audit of their data center operations, information security program and disaster recovery/business continuity plan. Upon request, Aero shall provide Customer with a copy of the resulting audit report(s). To the extent that such audit reports identify any exceptions, Aero shall work with Third Party data center to promptly provide Customer with an action plan to correct such exceptions and shall comply with such action plan.

5.8 Survival. The terms of this Section 5 shall survive the termination or expiration of this Agreement for any reason for a period of five (5) years after such termination with respect to Confidential Information that does not rise to the level of trade secrets under applicable law and for so long as such Confidential Information is a trade secret under applicable law (or for the maximum duration provided under such law) to the extent such Confidential Information rises to the level of a trade secret under applicable law.

5.9 Court Orders, Subpoenas and Additional Disclosures. Unless prohibited by Applicable Law, we will give you reasonable notice of any legal or governmental demand for disclosure or movement of Customer Data or Use Records, or redirect any such demand to you, to allow you to seek a protective order or otherwise to contest such required disclosure or movement at your sole expense, prior to making any disclosure or movement.

5.10 Laws; Excluded Data. Aero represents, warrants, and covenants that it will treat all Customer Data in accordance with Customer's then applicable privacy policies, privacy statements and applicable law, regulations and industry standards, and as otherwise provided to Aero by Customer in writing. Customer shall notify Aero of any change to Customer's privacy policy. Except where we have provided you with express written authorization, you represent and warrant that you and your Users have not and shall not upload or transmit to the SureScan Software, any data which is specifically regulated other than by general application data privacy laws ("Excluded Data") including without limitation as a "special category" of personal data under the EU General Data Protection Regulation 2016, as protected health information under the Health Insurance Portability and Accountability Act of 1996, as personally identifiable financial information under the Gramm-Leach-Bliley Act, any data controlled by the U.S. International Traffic in Arms Regulations and as personal information under the Children's Online Privacy Protection Act (the "Excluded Data Laws"). YOU ACKNOWLEDGE AND AGREE THAT: (A) WE HAVE NO LIABILITY FOR ANY FAILURE TO PROVIDE SPECIFIC PROTECTIONS SET FORTH ONLY IN THE EXCLUDED DATA LAWS; AND (B) OUR SYSTEMS ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.]

6. TERM, TERMINATION AND SUSPENSION

6.1 Term. This Agreement takes effect upon execution of the Service Order and continues until termination of the Service Term. The Initial Service Term shall begin on the Service Activation Date.

6.2 Renewals Aero shall provide written notice at least sixty (60) days prior to the expiration of the then current Service Term and the parties shall mutually agree in writing whether or not to extend this Agreement for an additional term (each, a "Service Renewal Term"). Notwithstanding the foregoing, Customer may terminate this Agreement at no cost with fifteen (15) days' notice if the Manufacturing Supply Agreement between the parties is terminated or expires.

6.3 Add-Ons or Changes. If, during the Service Term, you add any License(s) (including without limitation services at a different Site) or change the types of your SureScan Software, the amount of your monthly recurring charges shall be adjusted accordingly and set forth in a written Service Order. The Service Term for any additions or changes shall be coterminous with the Initial Service Term, or any Service Renewal Term in effect at the time, and the terms of this Agreement shall apply.

6.4 Service Suspension. Except to the extent precluded by applicable law, we may at our reasonable discretion, and with prompt prior written notice to you, suspend your (or any of your Users') SureScan Software if: (i) we reasonably conclude that you or a User(s) has conducted itself in a way: (a) that subjects us to potential liability or interferes with our other customer's use of the SureScan Software; or (b) that materially breaches (by the good faith determination of Aero) the Agreement; (ii) we deem it reasonably necessary to do so to respond to any actual or potential security concern; (iii) it is necessary to protect the security of our networks or customers; or (iv) it is necessary to comply with Applicable Law.

6.5 Termination by AERO. In addition to our suspension rights set out in Section 6.4 above, we may terminate this Agreement: (i) upon thirty (30) days' prior written notice if: (a) you (or any User) materially breach (by the good faith determination of Aero) the Agreement and such breach remains uncured at the expiration of such 30 day notice period; or (b) you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; and (ii) with immediate effect if any legal or regulatory change is introduced which affects our ability to provide the SureScan Software and/or Hardware, including but not limited to any new authorization or license becoming necessary or any existing authorization or license under which we operate expiring or being revoked. In the event AERO terminates in accordance with (i) above, you agree to pay us, within thirty (30) days of the effective date of termination, the Early Termination Fee. The parties agree that the Early Termination Fees are a reasonable estimate of anticipated actual damages and not a penalty.

6.6 Termination by Customer for Breach. You may terminate this Agreement upon thirty (30) days' prior written notice if we materially breach (by the good faith determination of Customer) the Agreement and such breach remains uncured at the expiration of such period.

6.7 Termination by Customer for Convenience. You may terminate this Agreement, or a portion of License(s), for your convenience prior to the expiration of this Agreement provided you request such termination in writing to us and pay us, within thirty (30) days of the effective date of termination, the Early Termination Fees (which would be prorated for a portion of License(s)). The parties agree that the Early Termination Fees are a reasonable estimate of anticipated actual damages and not a penalty. For clarity, if you terminate the Agreement, all of your License(s) will be deemed to have been also terminated by you.

6.8 Effect of Termination. Termination of the Agreement will result in termination of the Service Term, provided, however that Aero will provide ninety (90) days to conduct an orderly process of termination, upon Customer's written request. Upon termination of the Agreement, you shall cease all use of the applicable SureScan Software and delete, destroy, or return to us all copies of the applicable Documentation in your possession or control. Except as required by law, we will promptly, and in any event in no less than ninety (90) days, delete (i.e., putting beyond practicable use) Customer Data and Use Records, subject to Section 5.3. We may retain billing records (and breakdowns) for at least twelve (12) months following termination. You shall immediately return, at your cost, all rental Hardware to us in accordance with the directions we provide to you.

7. HARDWARE

7.1 Delivery. Where applicable, we will deliver Hardware FCA (Incoterms 2010) to

the shipping point on the date mutually agreed between us and you.

7.2 Title, Risk of Loss and Security Interest. Where you purchase Hardware from us without third party financing: (i) title and risk of loss to the Hardware will pass to you upon shipment, and (ii) you grant to us a security interest in the Hardware until you have paid us in full for it (and you authorize us and shall assist us, as necessary, to file any forms necessary for us to perfect our security interest in the Hardware.) In the event you elect to finance your purchase using a third-party financier, title shall pass to such third-party financier upon payment in full for the Hardware, unless the parties agree otherwise.

8. IP & FEEDBACK

8.1 Ownership. Subject to the limited rights expressly granted hereunder, we reserve all right, title and interest in and to: (i) the SureScan Software; (ii) any and all Documentation and any SureScan Confidential Information provided or disclosed to you and your Users; (iii) any and all derivatives, enhancements or improvements thereof; and (iv) any and all intellectual property rights contained in the foregoing (i), (ii), and (iii). Subject to the limited rights expressly granted hereunder, you reserve all right, title and interest in and to (a) Customer Data, subject to Section 5.1 granting AERO the right to aggregate deidentified Customer Data and Use Records with data from other customers, and your other Confidential Information provided or disclosed by you and your Users; (b) any and all derivatives, enhancements or improvements of the Customer Data made by you or your other Confidential Information; and (c) any and all intellectual property rights contained in the foregoing (a) and (b). No rights are granted to either party except as expressly set out in this Agreement.

8.2 Feedback. You and your Users may provide us with feedback on, and/or suggestions for improvements (or other changes) to, the SureScan Software, Documentation, Confidential Information or other AERO technology (individually and collectively "Feedback"). You hereby grant us a worldwide, irrevocable, perpetual, sublicensable license to use, and commercially exploit, Feedback in any manner to the extent it does not include Customer's proprietary materials or Confidential Information and does not identify Customer. You will not knowingly provide us Feedback that is subject to third party intellectual property rights.

8.3 License Limitations. You and your users License to access and use SureScan Software is a worldwide, non-exclusive, non-assignable (except as provided in Section 14.8), non-sublicensable License.

9. CONFIDENTIALITY

9.1 Confidentiality. As used herein, "Confidential Information" means all confidential or proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party") that is designated in writing as confidential or that in the circumstances is, or ought to be known, to be confidential or proprietary. Notwithstanding the foregoing, the Confidential Information of Customer shall include any Customer Data and all non-public information disclosed by or on behalf of Customer relating to its technology, customers, business plans, promotional and marketing activities, finances and other business affairs. For the avoidance of doubt, aggregated deidentified Customer Data and Use Records, disclosed in Section 5.1, are not Confidential Information within this definition, so long as they do not contain Confidential Information or proprietary information of the Customer or provide information identifiable to the Customer. The terms of this Agreement, except the fact that this Agreement has been signed and the identity of the parties hereto, shall be Confidential Information of both parties. Confidential Information shall not include information which: (i) is known publicly; (ii) is generally known in the industry before disclosure; (iii) has become known publicly, without fault of the Receiving Party, subsequent to disclosure by the Disclosing Party; or (iv) has been otherwise lawfully known or received by the Receiving Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. The Receiving Party agrees to keep confidential all Confidential Information disclosed to it by the Disclosing Party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information). If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and

reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. The Receiving Party agrees that monetary damages for breach of confidentiality may not be adequate and that, if necessary, the Disclosing Party shall be further entitled to seek injunctive relief.

10. WARRANTIES & DISCLAIMERS

10.1 Hardware Warranty. All Hardware components will be free from defects in material and workmanship under normal use and will perform in compliance with the manufacturer's specifications for the applicable warranty period. For Hardware you purchase, the Hardware warranty is set by the Hardware manufacturer that are set forth in the applicable Service Order. AERO Healthcare does not independently provide any warranty for third party Hardware that is specifically designated as third-party Hardware in the applicable Service Order but shall pass through all third-party warranties and indemnification to Customer.

10.2 SureScan Warranties. Aero represents and warrants to Customer that: (i) the SureScan Software provided hereunder shall be provided (A) in a professional and workmanlike manner in accordance with the generally accepted professional standards recognized by Aero's industry and (B) in accordance with this Agreement, the Services Guide and other agreed upon design and other specifications set forth in the applicable Service Order or SOW (the warranty under subsection (i)(B) shall be referred to as the "Performance Warranty"); (ii) the SureScan Software shall be provided in accordance with, and shall at all times comply with, all applicable United States and foreign laws and regulations governing the SureScan Software; (iii) neither the SureScan Software nor any work product delivered under this Agreement, or any exercise of any rights by Customer thereto does or will infringe, violate, misappropriate, or interfere with any copyright, trademark, trade secret, patent or other intellectual property right of any person or entity; (iv) it will not deliver or provide to Customer any software or other material with respect to which Customer needs any license, permission, or authority to exercise any rights, including any open source software; and, (v) none of the SureScan Software contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines or code that damage, detrimentally interfere with, deny, surreptitiously intercept, or expropriate any system, data, information, or SureScan Software, that enable or facilitate the doing of such, or that are intended to do any of the foregoing. Each party represents and warrants to the other party that (x) it has the full right and authority to enter into this Agreement and perform its obligations under this Agreement and that this Agreement is binding upon it in accordance with the Agreement's terms; and (y) its performance of all the terms of this Agreement will not result in a breach of any agreement with a third party, including the breach of any agreement to keep in confidence proprietary information acquired by such party in confidence or in trust prior to this Agreement.

10.3 Performance Warranty. If any of the SureScan Software fails to conform to the Performance Warranty, Aero shall, at no cost to Customer, either promptly (but not later than fifteen (15) days after learning or being advised of the failure) correct or re-perform such SureScan Software so that they conform to the Performance Warranty, or, in the event that correction or re-performance is not commercially feasible, promptly reimburse Customer for all fees paid by Customer for the nonconforming SureScan Software.

10.4 Disclaimer of Warranties. Except as expressly provided herein or in the Manufacturing Supply Agreement, each party expressly excludes all implied warranties, terms and conditions including but not limited to fitness for purpose, satisfactory quality or non-infringement of title to the maximum extent permitted by law. Except as provided in this Agreement or the applicable Documentation, we do not warrant that (a) the SureScan Software, or the Hardware will meet your requirements or that the operation of the SureScan Software and the Hardware will be uninterrupted or error-free; or (b) all errors in the SureScan Software and Hardware can be corrected.

11. LIMITATION OF LIABILITY

11.1 LIMITATION, EXCLUSION AND APPLICATION. EXCEPT AS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, A PARTY'S VIOLATION OF LAWS, A PARTY'S BREACH OF SECTION 5 OR SECTION 9, OR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR: (A) ANY

INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL AND PUNITIVE DAMAGES; AND (B) ANY DAMAGES FOR LOST PROFITS, REVENUE OR EARNINGS, BUSINESS INTERRUPTION, OR FAILURE TO REALIZE EXPECTED SAVINGS AND COST OF SUBSTITUTE SOFTWARE, HARDWARE OR SERVICES; (II) IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE IMPLEMENTATION SERVICES, THE CUSTOMER DATA, THE CLOUD SERVICES INCLUDING HARDWARE, EXCEED TWO TIMES (2X) THE AMOUNTS RECEIVED BY OR TO BE RECEIVED BY AERO FROM YOU (OR FROM YOUR AERO AUTHORIZED RESELLER) UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO THE LIABILITY; AND (III) THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY (A) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LIABILITY; (B) WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR POSSIBILITY HAS BEEN DISCLOSED; AND (C) EVEN IF EITHER PARTY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

12. INDEMNIFICATION

12.1 Our Indemnification Obligations. Subject to 12.2, we will indemnify, hold harmless and defend you against any loss, damage or cost (including reasonable legal fees) incurred in connection with claims, actions, demands, suits, or proceedings (each a "Claim") made or brought against you by a third party alleging that or arising from: (a) the SureScan Software and/or the Documentation infringes or misappropriates an intellectual property or other proprietary right of any third party; (b) AERO's or an AERO Entity's material breach of the Agreement; (c) our breach of Applicable Law. This section 12.1 shall not apply to the extent any Claim results from: (a) the combination of the SureScan Software with any hardware, software, system, or service which is not owned, supplied, authorized and/or developed directly by us; (b) our implementation of any design you provide us; (c) your failure to implement corrections or modifications provided by us if implementation would prevent the infringement, or (d) your unauthorized alteration or modification of the SureScan Software. In the event of an intellectual property right Claim, we may in our sole option and without further obligation to you either (a) obtain the right for you to continue using the SureScan Software and/or Documentation; (b) replace or modify the SureScan Software and/or Documentation so that it becomes non-infringing; or (c) if such remedies are not reasonably available, terminate this Agreement and refund to Customer all amounts pre-paid by Customer for the infringing part of such SureScan Software and/or Documentation.

12.2 Customer's Indemnification of AERO. You agree to indemnify, hold harmless and if requested by us, defend us against any loss, damage or costs (including reasonable legal fees) incurred in connection with a third party Claim made or brought against us to the extent arising from or relating to: (i) your material breach of the Agreement; (ii) your use of the SureScan Software or Hardware in violation of this Agreement; and (iii) your, or any User's, breach of Applicable Law.

12.3 Mutual Provisions. Each party's indemnity obligations are subject to the following: (i) the indemnified party promptly notifying the indemnifier in writing of the Claim provided that any failure by the indemnified party to promptly notify the indemnifying party will not relieve the indemnifying party of its obligations except to the extent that indemnifying party is materially prejudiced by the delay; (ii) the defending party shall have sole control of the defense and all related settlement negotiations with respect to the Claim (provided that the defending party may not settle any Claim unless it unconditionally releases the aggrieved party of all liability and obligation); and (iii) the indemnified party, at the indemnifier's cost, providing reasonable assist in the defense of such Claim. If we have requested you to defend a claim, and we, at any time, have a reasonable basis to believe that you cannot or may not be able to fulfill your obligations under this Section 12, then, without limiting your obligations under this Section 12, we shall be entitled to provide you notice to that we have decided to become the defending party, and thereafter to assume control of the defense and/or settlement of any such claim. Once we have notified you that we will be seeking an indemnity, unless otherwise expressly agreed in writing, all communications (including the notice) will be deemed our confidential information, which you may not disclose to any third

party, other than your legal advisors, without our prior express written permission, and in addition, all communications in respect of any such claim shall be subject to common interest privilege.

13. CUSTOMER SUPPORT

13.1 Customer Support. Support may vary depending on the SureScan Software you order. We will provide you with support as described in the SureScan Support Terms.

14. GENERAL

14.1 AERO Entity. "AERO", "we", our and "us" means the following, where your Primary Jurisdiction is in: (i) The **United States of America:** AERO Healthcare US LLC with registered office is at 616 Corporate Way, Suite 6, Valley Cottage, NY 10989.

14.2 Affiliates and Subcontractors. Subject to the provisions of this Agreement, we may use and disclose Customer Data and Use Records to our affiliate(s) in order to perform our obligations under this Agreement. Any subcontracting hereunder shall not relieve Aero of its responsibility for the performance of all its obligations under the Agreement or for liability for conformance to a SOW. Aero shall be responsible for the work product and activities of each of its affiliates and subcontractors, including compliance by the affiliates and subcontractors with the terms of this Agreement. Aero shall be responsible for all payments due to its subcontractors. The use of temporary employees working at Aero's direction shall not require the prior written approval of Customer.

14.3 Changes. We may make immaterial changes to this Agreement and any document referred herein from time to time by providing Customer 30 days advance notice of such changes. If we modify the Agreement in a manner which is not likely to cause a material detrimental impact on you and our change is not in response to a change in legal or regulatory requirements, or a material change in our business, the changes will become effective thirty (30) days after we provide you written notice. However, if during the thirty (30) day notice period, you provide us with a written objection directly or through your Authorized Partner, the changes will not become effective until the beginning of your next Service Renewal Term. Nothing in this Section 14.3 will relieve you of payment of already incurred Service Fees. Any other changes to this Agreement or any document referred herein shall not be effective unless agreed in writing by the parties.

14.4 Use Outside of Primary Market. While SureScan Software is intended for use within the jurisdiction identified on your Service Order (your "Primary Jurisdiction"), cloud services are nomadic by nature and may be globally accessible via a broadband Internet connection. Before using our SureScan Software in a jurisdiction outside your Primary Jurisdiction, you should consult with AERO regarding your use of such. Should you not consult AERO prior to use outside your Primary Jurisdiction, you shall be solely responsible and liable for any violation of local law or breach of third-party contract terms resulting from such use.

14.5 Notices. Except as otherwise set out in this Agreement, any notice provided hereunder shall be in writing and delivered by hand or sent by registered mail or courier to the address set out below and will be effective and deemed delivered upon receipt. Notwithstanding the foregoing, we may send you notice by electronic means, such as .pdf email, which shall be deemed delivered on the business day following the day on which it was sent. If to us, the address set out in Section 14.1. If to you, the address will be the address set out in your Service Order or the online portal, where available, and shall include the subject line "Legal Notice".

14.6 Publicity. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except you agree that we may profile you, or disclose that you are our customer, in standard marketing materials, including press releases, corporate presentations and digital properties and/or other marketing vehicles with your prior written consent in each instance.

14.7 Force Majeure. We will not be liable for any failure or delay in our performance under the Agreement, due to any act of war, act of God, earthquake,

flood, embargo, riot, sabotage, terrorist attack, acts of public enemies, civil disturbances or general restraint or arrest of government and people, boycott, strike (including a general strike), lockout or other similar industrial disturbance, widespread service interruption by a telecommunications services provider, or widespread connectivity delays with internet providers or other causes outside of the reasonable control of a party; provided, however that such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the execution and use of alternate sources, workaround plans or other means (including applicable business continuity plans) (items (a) and (b), a "Force Majeure Event"). This provision shall not release such party from using its best efforts to avoid or remove such cause and such party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for nonperformance, such party shall give prompt written notice thereof to the other party. Aero shall not have the right to any additional payments from Customer for costs or expenses incurred by Aero as a result of any Force Majeure Event. If any Force Majeure Event (i) substantially prevents, hinders or delays performance of any portion of the Product reasonably identified by Customer as critical for more than seven (7) consecutive days or (ii) is still in effect thirty (30) days after it commenced, then Customer shall have the right to terminate this Agreement, in whole or in part, without liability (and at no cost or charge) as of a date specified in a written notice of termination. Any funds pre-paid by Customer will be refunded, *pro rata*, by Aero within 15 business (15) days after such termination takes effect. In the event of a termination in-part, the charges payable hereunder shall be equitably adjusted to reflect those terminated SureScan Software.

14.8 Assignment. Neither party may assign, delegate or transfer their rights or delegate your duties under the Agreement either in whole or in part without the other party's prior written consent, which will not be unreasonably withheld provided, however, that either party may assign or transfer this Agreement or its rights, interests or obligations under this Agreement without the other party's consent to (i) an affiliate of the assigning party; or (ii) a purchaser of all or substantially all of the business or assets of the assigning party, whether by merger or otherwise, so long as the assigning party provides written notice to the other party of such assignment or transfer within thirty (30) days following such assignment or transfer. The Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

14.9 Severance. To the extent that any portion or provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that portion or provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that portion or provision in any other jurisdiction.

14.10 No Waiver. No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

14.11 Applicable Law and Dispute Resolution. This Agreement is to be governed by and construed under the laws specified below, excluding any body of law governing conflicts of laws and the 1980 United Nations Convention on Contracts for the International Sale of Goods, and disputes arising out of or in connection with this Agreement are to be resolved in accordance with the following: (i) where your Primary Jurisdiction is in the United States of America (including its territories, protectorates or overseas regions), the laws of the State of New York, United States. The courts of the State of New York will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement and the Parties hereby agree to submit to the jurisdiction of the courts of State of New York.

14.12 No Jury Trial. The Parties specifically agree that disputes shall not be resolved by jury trial and hereby waive all rights to a trial by jury in any matter related to or arising from this Agreement. No dispute between the Parties, or involving any person but you, may be joined or combined together, without our prior written consent.

14.13 Entire Agreement. This Agreement is the complete agreement of an understanding of the parties with respect to the subject matter hereof and supersedes any other agreement or understanding, written or oral, between the parties with respect to the subject matter hereof. Neither party has entered into this Agreement in

reliance upon (and shall have no liability in respect of) any term or representation other than those expressly set out in this Agreement (provided that nothing in this Agreement shall limit either party's liability for fraudulent misrepresentation). Additional terms and conditions may be presented to you by an AERO authorized partner. Without limiting the generality of the foregoing, you acknowledge and agree that any additional terms provided by an AERO authorized partner do not form part of this Agreement and do not bind either of us in any way, including terms for services provided directly by such partner or any terms that purport to modify this Agreement. In the event of an inconsistency between these Terms and the Service Order, these Terms shall govern, except as specifically identified as superseding these Terms in such Service Order. Both parties represent and warrant that they have full corporate power and authority to execute this Agreement and to perform their obligations hereunder and that each person whose signature appears, and any Service Order (and the Terms (if applicable)) is duly authorized to execute such document on behalf of the respective party.

14.14 Surviving Provisions. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof shall so survive the completion of performance, cancellation, or termination of this Agreement. Without limiting the generality of the foregoing, the parties agree that any limitations of liability, exclusions, confidentiality, security, and disclaimers of warranties and indemnification obligations are essential to the parties' entering into this Agreement and will survive the termination of the Agreement and will apply even if the Agreement is found to have failed of its essential purpose.

14.15 Insurance. Aero shall maintain during the Term of this Agreement and for two (2) years after any termination or expiration the following insurance: (i) Worker's Compensation and employers' liability insurance as prescribed by applicable law; (ii) broad form Commercial general liability insurance (including bodily injury, product liability, advertising injury and property damage); and (iii) Technology Errors and Omissions and Cyber-Liability Coverage. The limits of liability of such insurance shall not be less than \$2,000,000 combined single limit per each occurrence and \$4,000,000 annual aggregate. Upon the request of Customer, Aero shall deliver promptly to Customer current certificates of insurance made out by the applicable insurer(s) or their authorized agents regarding the insurance required under this Section (the "Required Insurance") and for any material adverse policy amendments thereto. Each policy shall provide for thirty (30) days' prior written notice to be given by the insurer to Customer in the event of any termination, non-renewal or cancellation, or any material adverse change in coverage or deductibles. All Required Insurance must be primary and be required to respond and pay prior to any other available coverage. Aero, Aero's insurer(s), and anyone claiming by, through, or under Aero or on Aero's behalf shall have no claim, right of action, or right of subrogation against Customer or its affiliates, network, or customers based on any loss or liability insured against under the Required Insurance, except to the extent of Customer's negligence or willful misconduct. This Section shall not imply any limitation upon any amounts that may be claimed or demanded by Customer. All Required Insurance shall name Customer as an additional insured (other than for workers' compensation policy) and be carried with responsible insurance companies of recognized standing which are authorized to do business in the state in which the SureScan Software are rendered and are rated A VII or better by A.M. Best.