

# MASTER AGREEMENT

This Master Agreement (the “**Agreement**”), including its addenda, sets forth terms under which Sentera, LLC, located at 767 Eustis Street, Suite 120, Saint Paul, Minnesota (“**Company**”) shall provide products and services to you, the client (the “**Client**”). In this Agreement, “Client,” “you,” “your,” and “yourself” refer collectively to you, the client, and any corporation, partnership, company, or other business entity you represent, and “Sentera,” “we,” “us” and “our” refer collectively to Sentera. You and Sentera may be individually referred to as a “party” or collectively as the “parties.”

## IMPORTANT:

PLEASE READ THIS AGREEMENT CAREFULLY. YOU WILL HAVE ACCEPTED THIS AGREEMENT WHEN YOU (1) CLICK THE “I ACCEPT” BUTTON OR ACKNOWLEDGEMENT REGARDING THIS AGREEMENT; OR (2) BY AGREEING TO OTHER TERMS SUCH AS A QUOTE, INVOICE, STATEMENT OF WORK, OR OTHER DOCUMENT OR AGREEMENT WHICH INCORPORATE BY REFERENCE THIS AGREEMENT, SUCH ACCEPTANCE INCLUDING WITHOUT LIMITATION SIGNING SUCH DOCUMENTS OR YOUR USE OF OR PAYMENT FOR THE PRODUCTS OR SERVICES IN SUCH DOCUMENTS. YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATION OF LIABILITY, TERMINATION, AND THE ARBITRATION PROVISIONS BELOW, IS BINDING UPON YOU, AND UPON ANY COMPANY ON WHOSE BEHALF YOU USE THE SOFTWARE SERVICES AS WELL AS THE EMPLOYEES OF ANY SUCH COMPANY. IF YOU DO NOT AGREE TO THE TERMS OF THIS SOFTWARE AGREEMENT, OR YOU ARE NOT AUTHORIZED TO ACCEPT THESE TERMS ON BEHALF OF YOUR COMPANY, PLEASE CLICK THE [DECLINE] ICON TO THESE TERMS AND CONDITIONS

SENTERA RESERVES THE RIGHT, FROM TIME TO TIME, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT IN SENTERA'S SOLE DISCRETION. THE PURCHASE OF PRODUCTS OR SERVICES FROM SENTERA AFTER SUCH CHANGES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED AT THE LINK TO THE SENTERA MASTER AGREEMENT LOCATED AT [SENTERA.COM/MASTER-AGREEMENT](https://www.sentera.com/master-agreement).

1. **Certain Definitions.** In addition to other terms that are defined as set forth in this Agreement, the following terms shall have the following definitions:
  - 1.1. “**Confidential Information**” means and collectively includes all technical and nontechnical information including proprietary information, know-how, trade secrets, plans, designs, processes, formulas, discoveries, inventions and ideas, software programs, software source code, tools, sales and marketing data and plans, pricing and cost information, and any other technical or business information which a party to this Agreement (“**Disclosing Party**”) discloses or reveals to the other party (“**Receiving Party**”) in connection with this Agreement and the products and services contemplated by this Agreement. Confidential Information shall not include information which: (a) is or becomes public knowledge through no fault of the Receiving Party; (b) was in the Receiving Party's rightful possession before receipt from

the Disclosing Party; (c) is rightfully received by the Receiving Party from a third party without any duty of confidentiality; (d) is disclosed to a third party by the Disclosing Party without a duty of confidentiality on the third party; (e) is independently developed by the Receiving Party; or (f) is disclosed with the prior written approval of the Disclosing Party. Confidential Information may be disclosed in response to a valid court order or other legal process only to the extent required by such order or process and only after the Receiving Party has given the Disclosing Party written notice of such court order or other legal process promptly, if allowed by law, and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information.

1.2. **“Intellectual Property”** means all of the following anywhere in the world and all legal rights, title, or interest in the following arising under equity or law, whether or not filed, perfected, registered, or recorded and whether now or later existing, filed, issued or acquired, including all renewals: all patents and applications for patents whether granted or pending, now or in the future; all inventions (whether patentable or not and whether or not reduced to practice), invention disclosures, know-how, and Confidential Information including without limitation trade secrets; all works of authorship, copyrights, copyright registrations and copyright applications, copyrightable works, and all other corresponding rights; all trade dress and trade names, logos, trademarks and service marks and related registrations and applications, including any intent to use applications, supplemental registrations and any renewals or extensions, all other indicia of commercial source or origin, and all goodwill associated with any of the foregoing; any rights analogous to those set forth in the preceding clauses and any other proprietary rights relating to intangible property; and all so-called moral rights, rights of integrity, rights of paternity, rights of attribution, or other such analogous rights in any of the foregoing.

1.3. **“Purchase Details”** means the products and services purchased by you, their quantities, their fees, and other purchase details as set forth in the checkout page when purchasing through the Sentera website or as otherwise set forth in the applicable Sentera quote, invoice, statement of work, or other written agreement between you and Sentera.

2. **Purchase of Goods and Services.** The purchase of goods and services from Sentera are subject to and governed by the terms and conditions of this Agreement including the Purchase Details, any addenda referencing this Agreement and provided to you in relation to your purchase of products or services (e.g., the Services Addendum and Hardware Addendum attached hereto) and their related SOWs and Change Orders, each of which are incorporated by reference and made a part of this Agreement. Sentera’s mobile, desktop, and web applications, including FieldAgent®, and application programming interfaces (“API”), as well as analytics services offered through FieldAgent® (the “Software Services”) are not subject to the terms and conditions of this Agreement and instead are subject to the Sentera Software Agreement (located at [sentera.com/software-agreement](https://www.sentera.com/software-agreement)). By accepting this Agreement, you also accept the terms and conditions of the Sentera Software Agreement.

3. **Confidentiality.**

- 3.1. Except as otherwise specified in this Agreement, the Disclosing Party shall retain all right, title, interest in their Confidential Information, including without limitation all Intellectual Property Rights. Each party agrees, both during the term of the Agreement and after its termination to hold Confidential Information in confidence and to protect the disclosed Confidential Information of the other party by using the same degree of care to prevent the unauthorized use, dissemination, or publication of such Confidential Information as the Receiving Party uses to protect its own Confidential Information of a like nature, but in no event with less than reasonable care. Each party agrees not to use or make Confidential Information of the other party available in any form to any third party, except as required for the purpose of providing the products and services contemplated under this Agreement or otherwise in accordance with the Receiving Party's rights, licenses, and obligations under this Agreement. Each party agrees to restrict disclosure of the Confidential Information to those who have a "need to know" and to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed in violation of the provisions of the Agreement. Each party agrees that its breach of any provision of this Confidentiality Section may cause irreparable damage to the other party and that the Disclosing Party shall be entitled to seek equitable remedies, such as and without limitation temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of proving actual damages or posting a bond, in addition to other remedies hereunder or at law, in the event of such breach.
- 3.2. **Return or Destruction.** Upon termination of the Agreement or upon the Disclosing Party's reasonable request, and except to the extent the Receiving Party has a reasonable need to retain the Disclosing Party's Confidential Information to provide the products or services contemplated under this Agreement or otherwise effectuate the Receiving Party's rights, licenses, and obligations under the Agreement, the Receiving Party will (a) return to the Disclosing Party its Confidential Information; or (b) to the extent commercially practicable, destroy and certify the same (at the Disclosing Party's election) all of the Disclosing Party's Confidential Information.
4. **Limitation of Liability.** COMPANY WILL NOT BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **Miscellaneous.**
  - 5.1. **Force Majeure.** Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the impacted party, which may include, without limitation, acts of god, flood, fire, earthquake, war, embargo, invasion or hostilities, terrorist acts, riot, national emergency, revolution, insurrection, epidemic, pandemic, or strike.

- 5.2. **Waiver.** No waiver by either party of any provision or any breach in this Agreement shall be deemed a waiver of any other provision or subsequent breach, nor shall any such waiver constitute a continuing waiver. Delay or failure of either party to insist on strict performance of any provision of the Agreement or to exercise any rights or remedies in this agreement shall not be deemed a waiver. No party shall be deemed to have waived any of its rights or remedies under this Agreement unless such waiver is in writing and signed by the party against which the waiver will be asserted, and then, only to the extent specifically set forth therein.
- 5.3. **Assignment.** Neither party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent, except in the event of a merger, consolidation, or reorganization involving a party (regardless of whether that party is a surviving or disappearing entity), or a sale of all or substantially all of the assets of that party, for which the other party's prior written consent is not required. No delegation or other transfer will relieve the other party of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 5.4. **Governing Law; Dispute Forum.** This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, will be governed by and construed in accordance with the substantive laws in force in the State of Minnesota, U.S.A. The respective courts of Hennepin County, Minnesota, have exclusive jurisdiction over all disputes related to this Software Agreement or Software Services. The rights and obligations of the parties under this Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods (“CISG”) and the parties hereto expressly exclude the applicability of the CISG to this License Agreement.
- 5.5. **Arbitration.** IF YOU RESIDE IN A JURISDICTION WHEREIN THE ENFORCEABILITY OF THE TERMS OF SECTION 5.5 IS DEPENDENT UPON THE PARTIES AGREEING TO SUBMIT TO ARBITRATION, THEN ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY ARBITRATION IN ACCORDANCE WITH THE INTERNATIONAL ARBITRATION RULES OF THE INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION (“ICDR”) IN EFFECT AT THE TIME OF ITS INITIATION. THE ARBITRATION SHALL BE HELD BEFORE ONLY ONE ARBITRATOR APPOINTED BY THE ICDR. THE PLACE OF ARBITRATION SHALL BE HENNEPIN COUNTY, MINNESOTA, USA AND THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH.

- 5.6. **Amendments.** Except as set forth in this Agreement (including without limitation as noted in the preamble section) any amendments to this Agreement shall be in writing and agreed to by both parties.
- 5.7. **Entire Agreement.** The Agreement including any addendums and their SOWs and Change Orders as well as the Purchase Details contain and constitute the entire Agreement between the parties concerning its subject matter and supersedes all oral or written agreements, negotiations, correspondence, documentation, and statements made before its acceptance. As used herein, the term “Body of the Agreement” shall refer to the text of this Agreement excluding any addendums and their SOWs or their Change Orders. In the event of any conflict between the terms and conditions in the Body of this Agreement and any addendum, SOW or Change Order, the terms of this Body of the Agreement shall control unless the parties agree otherwise in a writing signed by the authorized signatories of both parties that specifically states that it is modifying or superseding a specific, referenced term of the Body of this Agreement. In the event of any conflict between the terms and conditions in the Body of this Agreement, any addendum, SOW, or Change Order and any terms in the Purchase Details, the terms and conditions of the Purchase Details shall control. No additional or conflicting terms in any form, invoice, bill of lading, shipping document, order, purchase order, receipt or other document provided by Client shall constitute the Purchase Details or operate to supersede, modify, or amend any provisions of this Agreement, even if Sentera has initialed, signed, or otherwise acknowledged such document and regardless of the timing of the execution or presentment of it in relation to the acceptance of this Agreement.
- 5.8. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 5.9. **Survival.** The terms and conditions in the Body of this Agreement shall survive any expiration or termination of this Agreement, as will any sections of any addendum, SOW, Change Order, or the Purchase Details that are designated therein for survival or that by their nature should survive any expiration or termination of this Agreement.
- 5.10. **Notices.** All notices concerning this Agreement shall be in writing and deemed sufficiently given if delivered in person with a receipt signed by the person accepting delivery; or by registered or certified mail, postage prepaid; or by recognized overnight delivery service, with confirmation of receipt, to the following addresses: (i) for notices to you, the address you provide at the time of purchase such as is set forth in the applicable quote, invoice, statement of work, or other written agreement between you and Sentera; and (ii) for notices to Sentera, to Sentera, Inc., ATTN: Kevin Friedenber767 Eustis Street, Suite 120, Saint Paul, MN 55114.
- 5.11. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable it shall be amended by a court of competent jurisdiction to render it not invalid, illegal, or unenforceable to the maximum extent possible while keeping with the original intent of the parties as shown by the original wording of that provision, or, if not so

amendable, shall be severed from this Agreement, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

- 5.12. **Remedies.** Company reserves all remedies available at law or equity for any disputes that arise under this Agreement. In the event of a suit or proceeding under this Agreement, Client agrees to pay all attorneys' fees if the federal or state court renders judgment substantially in Company's favor.

## HARDWARE ADDENDUM TO MASTER AGREEMENT

This Hardware Addendum is subject to, incorporated into, and supplements the Master Agreement between the parties (the “**Agreement**”), setting forth additional terms regarding Sentera’s provision of Hardware (as defined in this Addendum) to Client. Terms in this Hardware Addendum shall have the same meaning as set forth in the Agreement unless otherwise specifically defined differently in this Hardware Addendum.

1. **Definitions.** In addition to terms defined within the Agreement, the following terms shall have the following meanings:
  - 1.1. “**Documentation**” means all Sentera created documentation provided to Client regarding the installation, integration, repair, support tools, on-line help files or written instruction manuals regarding the use of the Hardware and training videos or instruction. Documentation is solely provided in the English language.
  - 1.2. “**Hardware**” means the physical and tangible items sold to Client by Sentera and excludes all Software and all Intellectual Property associated with such items.
  - 1.3. “**Hardware Warranty Period**” means the shorter of 180 days from the date of sale of the Hardware or 60 days from the date that Client first uses the Hardware.
  - 1.4. “**Software**” means firmware in whatever form including without limitation source code, object code, scripts, and mark-up language on the Hardware and the Documentation that is owned and provided by Sentera.
  - 1.5. “**Software Warranty Period**” means the shorter of 180 days from the date of sale of the Hardware or 90 days from the date that Client first uses the Software.
2. **Sale of Hardware.** Sentera shall sell to Client and Client shall purchase from Sentera the Hardware set forth in the applicable Purchase Details in the quantities and at the Prices (as defined herein) and upon the terms and conditions set forth in this Hardware Addendum and the Agreement. Additional or different terms and conditions than those set forth in Hardware Addendum may be set forth by Sentera in the Purchase Details, and in the event of any conflict between the terms and conditions of this Agreement and the Purchase Details, the terms and conditions in the Purchase Details shall control and supersede the conflicting terms in this Agreement.
3. **Software.** Certain Software may be loaded onto Hardware or, in the case of Documentation, provided in relation to Hardware, and is licensed pursuant to the terms of this Hardware Addendum and not sold. All Software in whatever form that is owned and licensed by a third party, including without limitation original equipment manufacturers, on or in relation to the Hardware shall be subject to that third party's license terms. Subject to the terms and conditions of this Hardware Addendum, Sentera hereby grants to Client solely for its internal use, a royalty free (except for the cost of the Hardware), worldwide, non-exclusive, non-transferrable (except in the event of a sale of the Hardware), license to use the Software solely in relation to the specific Hardware on which it was originally installed by Sentera, in object code form only (the “**Licensed Use**”). Licensed Use shall include the right, subject to the license conditions and restrictions set forth herein to permit accessing and use of Documentation by Client employees, administrators, and agents of Client acting

on Client's behalf, however, any copy of the Documentation made by Client must bear the same respective copyright and other proprietary notices that appear on the copy of the Documentation as furnished to Client by Sentera. The license term for the Software shall be a perpetual, terminable license that runs with the title to the Hardware. Upon the sale or other transfer of ownership of the Hardware, the Software license granted herein to Client transfers to the new Hardware title holder subject to the terms and conditions of this Agreement and all rights Client may have had under such licenses terminate. All rights not expressly granted to Client in relation to the Software, including without limitation all Intellectual Property rights, are reserved by Sentera and its licensors. Client shall not: access or use any portion of the Software not expressly licensed to Client; disassemble, decompile or otherwise reverse engineer all or any portion of the Software; use the Software for any unlawful purposes; export the Software in violation of U.S. laws or regulations; except as permitted in this Agreement, sublicense, relicense, distribute, disclose, rent or lease the Software, or any portion thereof, for third party use; or use the Software or other Intellectual Property of Sentera to develop any software application which uses the Software in whole or in part. Sentera warrants that the Software (excluding the Documentation) will work in substantial accordance with its user guides during the Warranty Period. EXCEPT AS SET FORTH IN THIS SECTION 3, SENTERA DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO THE SOFTWARE PROVIDED HEREUNDER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. SENTERA DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

#### 4. **Delivery.**

- 4.1. Sentera shall deliver the Hardware to the location set forth in the Purchase Details or as otherwise provided to you as the delivery location at checkout when ordering through the Sentera website (the “**Delivery Point**”) using Sentera’s standard methods for packaging and shipping such Hardware. Sentera shall not be liable for any delays, loss, or damage in transit. Additional terms and descriptions regarding shipment can be found in Sentera’s Shipping Policy, available at [sentera.com/shipping-policy](http://sentera.com/shipping-policy), which is incorporated herein by reference and made a part of this Hardware Addendum.
- 4.2. Sentera may, in its sole discretion, without liability or penalty, make partial shipments of Hardware to Client. Each shipment will constitute a separate sale, and Client shall pay for the units shipped whether such shipment is in whole or partial fulfillment of the quantity purchased under this Agreement. Sentera shall not be liable for any non-delivery of Hardware unless Client gives written notice to Sentera of the non-delivery within ten (10) days of the date when the Hardware would in the ordinary course of events have been received at the Delivery Point. Any liability of Sentera for non-delivery of the Hardware shall be limited to delivering the Hardware within a reasonable time or adjusting the invoice respecting such Hardware to reflect the actual quantity delivered.

4.3. Title and risk of loss to the Hardware shall pass to Client upon the departure of the Hardware from Sentera's facilities and at that time shall be deemed to have been delivered to Client. If Client does not take physical possession of the Hardware when they arrive at the Delivery Point, Sentera, at its option, may store the Hardware until Client picks them up, whereupon Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Except when Client has already pre-paid for the Hardware prior to its departure from Sentera's facilities, as collateral security for the payment of the purchase price of the Hardware, Client hereby grants to Sentera a lien on and security interest in and to all of the right, title and interest of Client in, to and under the Hardware, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Minnesota Uniform Commercial Code.

## 5. **Inspection and Rejection of Nonconforming Hardware.**

5.1. Client shall inspect the Hardware within ten (10) days of receipt ("**Inspection Period**"). Client will be deemed to have accepted the Hardware unless it notifies Sentera in writing of any Nonconforming Hardware during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Sentera. "**Nonconforming Hardware**" in this Section 5 means only that the product shipped is different than identified in the applicable Purchase Details.

5.2. If Client timely notifies Sentera of any Nonconforming Hardware, Sentera shall, in its sole discretion, (i) replace such Nonconforming Hardware with conforming Hardware, or (ii) credit or refund the Price for such Nonconforming Hardware. Client shall ship at Sentera's request and at Sentera's expense, the Nonconforming Hardware to Sentera's facility pursuant to the return process set forth in Section 7.3. If Sentera exercises its option to replace Nonconforming Hardware, Sentera shall, after receiving Client's shipment of Nonconforming Hardware, ship to Client, at Sentera's expense subject to Section 7.3 the replaced Hardware to the Delivery Point. Client acknowledges and agrees that the remedies set forth in this Section 5.2 are Client's exclusive remedies for the delivery of Nonconforming Hardware.

6. **Price.** Client shall purchase the Hardware from Sentera at the price (the "**Price**") set forth in the applicable Purchase Details. Payment for all Hardware is due as set forth in the applicable Purchase Details, or, if not set forth in the applicable Purchase Details or paid for at the time of ordering (e.g., when purchasing through the Sentera website), then within ten (10) calendar days from the date of the sale of the Hardware, and if not paid when due will bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed under applicable law. The foregoing will be in addition to any other remedies available to Sentera. In addition to such fees and charges due under this Hardware Addendum, Client shall pay to Sentera, or the appropriate taxing authority, amounts equal to all taxes (except U.S. income taxes or franchise taxes of Sentera), penalties and interest, however designated, levied or based now or in the future relating to the Hardware sold by Sentera.

## 7. **Warranty, Warranty Disclaimer, and Limitation of Liability.**

- 7.1. **Warranty.** Sentera warrants the Hardware against defects in material and workmanship subject to the exclusions set forth in this Section 7. The warranty period for Sentera sensors shall be three hundred sixty-five (365) days from the date of sale of the Hardware. The warranty period for Sentera non-sensor hardware shall be the Hardware Warranty Period. Sentera's obligation under this warranty is limited to, at Sentera's option, repairing or replacing any Hardware that fails to conform to the foregoing warranty. Sentera's warranty is conditioned upon Client giving written notice to Sentera of any defect covered by this warranty within thirty (30) days of the appearance of such defect but in no event later than 365 days from the date of delivery of the Hardware to Client. Sentera's obligation hereunder is further conditioned upon return of the defective Hardware to Sentera within such period. The warranty period for Hardware or parts thereof that have been repaired or replaced shall be thirty (30) days.
- 7.2. **Exclusions.** Sentera's warranty does not extend to any Hardware which i) has been subjected to misuse, neglect, accident, improper, unintended or non-conforming installations; or ii) is used for purposes not included or not in accordance with Sentera's prescribed operational maintenance procedures and instructions; or iii) which has been repaired or altered by Client or persons other than Sentera (except as otherwise authorized by Sentera) using practices that do not conform with Sentera's prescribed maintenance and repair procedures; iv) which have been damaged by secondary causes which are inconsistent with applicable product specifications, including but not limited to, improper voltages, adverse or extreme environmental conditions, improper signals, or products which have had their serial number or any part thereof altered, defaced, or removed; v) are designed and produced by other original equipment manufacturers; or vi) have been modified voiding the original equipment manufacturer's warranty. All original equipment manufacturer warranties voided by the installation of Sentera's products are not covered under this warranty. If the Client is attempting to return materials to original manufacturers with Sentera's equipment installed, Client may request removal and later reinstallation of Sentera's equipment for a three hundred dollars (\$300.00) fee plus shipping and handling. After reinstallation, Sentera will test fly and record QA data for Client.
- 7.3. **Return Process.** After generating an approved Return Materials Authorization ("RMA"), Sentera will pay the lowest shipping fees, not to exceed five hundred dollars (\$500.00) each way, associated with and RMA for warranty repairs or replacements. In addition to RMAs associated with a warranty repair or replacement, Sentera may accept returns for Hardware pursuant to its Return and Refund Policy, available at [sentera.com/return-and-refund-policy](https://www.sentera.com/return-and-refund-policy), which is incorporated herein by reference and made a part of this Hardware Addendum, with unopened Hardware subject to a restocking fee equal to ten percent (10%) of the purchase price for that item, and opened and flown products that must be in new working order for a return, as determined by Sentera in its sole discretion, being subject to a restocking fee equal to twenty percent (20%) of the purchase price for that item.

7.4. **DISCLAIMER.** THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF SENTERA, AND THE RIGHTS AND REMEDIES OF CLIENT, ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SENTERA. EXCEPT FOR EXPRESS WARRANTIES MADE BY SENTERA IN THIS SECTION 7, SENTERA HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, WITH RESPECT TO NON-INFRINGEMENT, TITLE, THE SUITABILITY, WORKMANSHIP, ADEQUACY, DURABILITY, DESIGN, OPERATION OR CONDITION OF THE HARDWARE OR ANY PART THEREOF, ITS MERCHANTABILITY, ITS FITNESS FOR USE OR THE PARTICULAR PURPOSES AND USES OF CLIENT.

7.5. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT ALLOWABLE BY LAW, SENTERA'S LIABILITY WITH RESPECT TO NONCONFORMING OR DEFECTIVE HARDWARE IS LIMITED BY OTHER TERMS IN THIS AGREEMENT AND IN ANY EVENT TO NO GREATER THAN CLIENT'S NET CURRENT PURCHASE PRICE, AFTER CASH AND OTHER DISCOUNTS, OF ANY SUCH HARDWARE OR, AT SENTERA'S OPTION, TO THE REPAIR OR REPLACEMENT OF SUCH HARDWARE UPON ITS EVALUATION BY SENTERA'S TECHNICAL REPRESENTATIVES OR ITS RETURN TO SENTERA, TRANSPORTATION CHARGES PREPAID. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SUCH LIMITED REMEDY, SENTERA'S TOTAL LIABILITY IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO SENTERA FOR HARDWARE APPLICABLE PURCHASE DETAILS WHICH GAVE RISE TO THE LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. **Termination.** Either party may terminate any Hardware sale under the Purchase Details for that specific order for cause upon thirty (30) calendar days' written notice if the other party fails to comply with any term, condition, or requirement of this Agreement or, prior to the delivery of Hardware under Section 4 in the case of Client and prior to payment of the Price under Section 6 in the case of Sentera, if the other party (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) is dissolved or liquidated or takes any corporate action for that purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Sections 1, 3, 4.3, 6, 7.2, 7.4, 7.5, and 8 of this Hardware Addendum, as well as terms as designated in the Agreement for survival, shall survive any expiration or termination of this Hardware Addendum or the Agreement.

## SERVICES ADDENDUM TO MASTER AGREEMENT

This Services Addendum is subject to, incorporated into, and supplements the Master Agreement between the parties (the “**Agreement**”), setting forth additional terms regarding Sentera’s provision of Services (as defined in this Addendum) to Client. Terms in this Services Addendum shall have the same meaning as set forth in the Agreement unless otherwise specifically defined differently in this Services Addendum.

1. **Services.** Subject to the terms and conditions of the Agreement including without limitation this Services Addendum, Company shall provide the services (“**Services**”) to the Client as described on one or more Statements of Work signed by Company and Client that reference the Agreement and this Services Addendum (“**SOW**” or “**Statement of Work**”), each of which are hereby incorporated into and made a part of this Services Addendum and therefore the Agreement. Company shall use commercially reasonable efforts to perform Services as set forth in the SOW including providing any deliverables set forth in the SOW (each a “**Deliverable**”) according to the timelines, if any, set forth in the applicable SOW (“**Completion Date**”). These due dates are subject to change in accordance with the Change Order process defined in this Services Addendum. Client shall assist Company by promptly providing all information and assistance relevant and necessary for the Company to provide the Services in a timely manner.
2. **Dates of Performance.** Company will begin performing services upon receipt of signed SOW. Unless terminated as provided in the Agreement including without limitation this Services Addendum, Company will use commercially reasonable efforts to complete Services by the Completion Date defined in the SOW.
3. **Changes to SOWs.** If the Client desires to initiate changes to the SOW, it shall submit to Company a written request to do so. The request will set forth the nature of the Client’s proposed changes to the SOW. Company shall complete and return to the Client a written document (“**Change Order**”) setting forth (i) a written description of the changes to the SOW, (ii) any changes to the schedule, (iii) any changes or additions to the Deliverables, and (iv) any changes or additions to the fees. A Change Order will be binding only if signed by both parties. Any and all Change Orders will be governed by the terms and conditions set forth in the Agreement including without limitation this Services Addendum and are hereby incorporated by this reference. Any additional Deliverables described in the Change Order will be subject to the Payment provisions as described in this Services Addendum.
4. **Termination.** Each party shall have the right to terminate any SOW upon thirty (30) days prior written notice for any reason or no reason and without penalty. A termination of the Agreement shall terminate all SOWs. In the event of a termination of the Agreement or any SOW prior to completion of Services to be rendered under the terminated SOW(s), the Client shall pay Company the fees due under the SOW with respect to Services completed as of the effective date of termination. Any amount due for Services performed by Company will be billed to Client promptly after termination and Client shall pay all fees within ten (10) calendar days of termination. Upon settlement of fees due to Company, all Client Materials will be returned to Client and all Client's rights in Client Owned Deliverables as described in Section 7.3 will be transferred to Client. Sections 4, 5, 6.3, 7, 8, and 9 of this Services Addendum, as well as terms

as designated in the Agreement for survival, shall survive any expiration or termination of this Services Addendum or the Agreement.

5. **Payment of Services.** In exchange for Company's Services under this Services Addendum, the Client shall pay Company the fees set forth in the applicable SOW without setoff, deduction, recoupment, or withholding of any kind.

5.1. Company will send intermittent invoices to Client as set forth in the applicable SOW, or if not set forth therein, on a monthly basis, for all Services rendered since the prior invoice date (or for the first invoice, since the Effective Date of the applicable SOW). All invoices shall be due upon sending to Client and if not paid within ten (10) calendar days of such date shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed under applicable law. In addition, if any invoice remains unpaid for more than ten (10) calendar days, Company may, upon written notice to Client, cease performance of its obligations under this Services Addendum. The foregoing will be in addition to any other remedies available to Company.

5.2. Client shall pay travel and other expenses incurred by Company in performing the Services.

5.3. In the event of a good faith dispute with regard to an item appearing on an invoice, Company shall have the right to withhold the Deliverable while the parties attempt to resolve the disputes.

5.4. In addition to such fees and charges due under this Services Addendum, Client shall pay to Company, or the appropriate taxing authority, amounts equal to all taxes (except U. S. income taxes or franchise taxes of Company), penalties and interest, however designated, levied or based now or in the future relating to the Services rendered by Company. Client shall file all tax returns required and furnish proof of payment of said taxes to Company at Company's request.

6. **Representations and Warranties.**

6.1. Company's Representation: Company represents and warrants that any Company IP used to create the Deliverables and provided by and used by Company to perform the Services does not and will not knowingly (a) infringe on or misappropriate the Intellectual Property rights of any third party or any rights of publicity or privacy, or (b) violate any law, statute, ordinance, or regulation. Company represents and warrants that it will perform the Services in a commercially reasonable and workmanlike manner. In the event of any breach of Company's warranties hereunder, Client's sole and exclusive remedy shall be at Company's election to either re-perform the Service that is deficient so that it complies with the warranty or refund that portion of fees paid by Client that relate to the deficiency.

6.2. Client's Representation: Client represents and warrants that any Client IP provided to Company or used to create, or that is incorporated into, the Deliverable, and Client's performance of this Services Addendum, does not and will not (a) infringe on or

misappropriate the Intellectual Property rights of any third party or any rights of publicity or privacy, or (b) violate any law, statute, ordinance or regulation.

- 6.3. Warranty Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 6, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE REGARDING THE SERVICES, DELIVERABLES AND COMPANY IP, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 7. Intellectual Property.

- 7.1. Company Intellectual Property. Company owns and shall retain all ownership of Intellectual Property Company owned or otherwise controlled by it and that was made, invented, developed, created, conceived, or reduced to practice by or on behalf Company, alone or in conjunction with others, whether before or after the Effective Date (“**Company IP**”), including without limitation all know-how, software, algorithms, methods of performing and tools used in the performance of Services, and Intellectual Property related thereto. Nothing in the Agreement including without limitation this Services Addendum transfers any right or license to Client to the Company IP.
- 7.2. Client Intellectual Property. Client retains all ownership and Intellectual Property Client owned or otherwise controlled by it and that was made, invented, developed, created, conceived, or reduced to practice by or on behalf of Client, alone or in conjunction with others except Company, whether before or after the Effective Date (“**Client IP**”). Specifically, Client IP includes any rights it has regarding any data, images, or other materials it provides to Company (“**Client Materials**”).
- 7.3. Deliverables. Client shall own and is hereby assigned by Company all right, title and interest including any Intellectual Property in the Deliverables designated specifically as “**Client Owned Deliverables**” in the applicable SOW upon full payment of all fees owed under the respective SOW. The parties understand and agree that under this Services Addendum Client Owned Deliverables will typically be only final data outputs from Company’s proprietary analysis of Client Materials and does not in any case include any Company IP.
- 7.4. License to Client IP. Client hereby grants for the term of the Agreement a non-exclusive, royalty-free, world-wide, sublicensable, and transferrable (pursuant to the assignment provision of the Agreement) right and license to the Client IP as is reasonably necessary to perform the Services hereunder and to use Client Materials and the Client Owned Deliverables to create aggregate data that does not identify the Client, but that may incorporate data provided in or derived from the Client Materials or Client Owned Deliverables (“**Aggregated Data**”), and all right, title, and interest in and to such Aggregated Data and the Intellectual Property in or related thereto belongs to Company.

8. **Indemnification.** Client agrees to indemnify, defend and hold harmless Company, its subsidiaries, and affiliates and their respective owners, members, shareholders, directors, officers, employees, agents, licensors, and service providers from any claim, cause of action, liability, loss, or demand (including without limitation indemnification and payment for all litigation, investigation, remediation, and settlement fees and costs including without limitation attorneys' fees, expert fees, or other costs or fees of any type) due to or arising out of any breach, or allegation of facts that, if taken as true, would constitute a breach, of the representations and warranties of Client in Section 6.2 of this Services Addendum.
  
9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY FOR SERVICES UNDER THIS SERVICES ADDENDUM EXCEED THE FEES PAID TO COMPANY UNDER THE SOW OR PURCHASE DETAILS GIVING RISE TO THE CLAIM FOR DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.