



RIDER FOR INSTALLATION OF WELLO BODY TEMPERATURE DETECTION SYSTEM (US Only)

1. **Scope.** These terms apply to the **WELLO Body Temperature Detection System** and associated hardware and/or software (the “Wello System”). If a conflict exists between this Agreement and Rider, the terms of this Rider will prevail.
2. **Customer Responsibilities.** Customer is responsible for (a) obtaining and posting signage on its premises notifying visitors and employees that the Wello System is in use, (b) obtaining consent from individuals regarding the collection, use, and disclosure of applicable personal information; (c) testing the Wello System to confirm it is functioning according to specifications.
3. **Installation.** Johnson Controls will (i) affix the Wello System at the Customer Location(s) designated by Customer; (ii) install all software or firmware (“Software”) in connection with the Wello System according to the requirements supplied by Customer; and (iii) test the Wello System to confirm that it is functioning according to specifications.
4. **System Software.** The software for the Wello System is licensed or sublicensed to Customer on a non-exclusive basis and subject to the terms of License and Services Agreement (“Subscription Agreement”) in Exhibit A. Customer’s use of the Wello System confirms Customer’s agreement with the terms of the Subscription Agreement. Johnson Controls and Wello, Inc. (“Owner”) reserve the right to modify or update Exhibit A or any website terms at any time.
5. **Customer Fees.** Customer agrees to pay Johnson Controls the amounts specified in the Agreement to install the Equipment (“Installation Charge”) at Customer’s facility. Customer also agrees to pay an annual subscription fee (“Subscription Fee”) as set out in the Agreement for a term of twelve (12) months (“Initial Term”) effective from the date the Wello System is operative. All of the taxes that Johnson Controls is required to pay to a taxing authority (“Taxes”) and shipping fees (“Shipping Fees”) shall be separately invoiced to Customer.
6. **Renewal Term.** The Subscription Agreement will automatically renew thereafter for successive one (1) year terms (“Renewal Term”) unless either Customer, Johnson Controls or Owner gives written notice to the other parties at least sixty (60) days prior to the expiration of the current Renewal Term or is otherwise terminated as set out in the Agreement or the Subscription Agreement.
7. **Customer/Locally Monitored System.** Customer agrees that the Wello System is a customer/locally monitored system and Johnson Controls does not and will not monitor, receive, or respond to any signals or data from the Wello System.
8. **Use, Regulatory, and Compliance with Law.**
 - Important information about the Wello System devices (the “Devices”):**
 - a. As of the date of this Rider, the Device is cleared by the U.S. Food and Drug Administration (the “FDA”) for use as a medical device.
 - b. The Device is intended to be used only:
 - i) for triage purposes to perform initial body temperature measurement;
 - ii) where an elevated body temperature measurement is confirmed in context of use with secondary evaluation methods (e.g., non-contact infrared thermometer (NCIT) or clinical grade contact thermometer); and
 - iii) where such devices do not create an undue risk in light of the public health emergency.
 - c. FDA Guidance:
 - i. Device should not be solely or primarily relied upon to diagnose or exclude a diagnosis of COVID-19, or any other disease;
 - ii. public health officials, through their experience with the Device in the particular environment of use, should determine the significance of any fever or elevated temperature based on the skin telethermographic temperature measurement;
 - iii. the system and technology should be used to measure only one subject’s temperature at a time; and
 - iv. visible thermal patterns are only intended for locating the points from which to extract the thermal measurement.
 - d. Customer is responsible for using each Device in accordance with the performance specifications, use and calibration instructions, environmental conditions, imaging distance, and system set up and installation factors for said Device.
 - e. Certain functions of the Wello System may require compliance by Customer with local, state, national and international laws and regulations. Customer is solely responsible for compliance with all applicable laws and regulations relating to Customer’s use of the Wello System, its functions and the Biometric Data (as defined

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below), including but not limited to those laws and regulations pertaining to personal data protection, privacy and security, any laws relating to the collection or processing of biometric or health information, or any laws requiring notice or consent of persons with respect to Customer's collection or processing of biometric or health information.

f. **Biometric Data**

- i. *The term "Biometric Data" means the face images added to, collected by and/or stored in the Body Temperature Detection System, whether stored in the local memory of the hardware, or stored in an internal or external database accessed by the Wello System.*
- ii. *You understand and agree that the Wello System will collect, log, use and store Biometric Data. Customer, not Johnson Controls nor Wello, Inc., Ltd is responsible for the Biometric Data used by the Product, and Customer solely responsible for obtaining any consents, authorizations and permissions to collect and use any such Face Image Data with the Wello System.*
- iii. *Security. Customer is responsible for limiting access to Biometric Data, implementing and enforcing policies to prevent unauthorized access to, use of, or distribution of the Biometric Data, and, if Customer copies Biometric Data, securing it, such as by encrypting the Biometric Data.*

9. **WARRANTY DISCLAIMER.** THE WELLO SYSTEM INCLUDING ANY SOFTWARE, SERVICES, AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. JOHNSON CONTROLS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, JOHNSON CONTROLS MAKES NO WARRANTY THAT THE WELLO SYSTEM WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE, OR THAT MESSAGES, ALERTS OR TEXTS SENT BY THE WELLO SYSTEM WILL BE TIMELY OR SUCCESSFULLY SENT, DELIVERED OR RECEIVED. JOHNSON CONTROLS MAKES NO CLAIMS, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, NOR ASSUMES ANY LIABILITY THAT THE BODY TEMPERATURE DETECTION SYSEM WILL MEET ANY SAFETY, RELIABILITY, DURABILITY OR PERFORMANCE STANDARDS, MEET THE CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE WITH OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, BE ERROR FREE OR DEFECTS CAN OR WILL BE CORRECTED. FURTHERMORE, JOHNSON CONTROLS ACCEPTS NO LIABILITY WHATSOEVER ARISING OUT THE APPLICATION OR USE OF THE WELLO SYSTEM.

10. **ACCEPTATION OF RISKS.** CUSTOMER UNDERSTANDS AND ACCEPTS THAT THE WELLO SYSTEM DOES NOT CAUSE AND CANNOT ELIMINATE OR PREVENT OCCURRENCES OF THE EVENTS THAT IT IS INTENDED TO DETECT OR AVERT.

11. **LIMITATION OF DAMAGES.** ALL LIABILITY RESULTING FROM THE EVENTS THAT THE WELLO SYSTEM IS INTENDED TO DETECT OR AVERT REMAINS WITH CUSTOMER. CUSTOMER AGREES TO LOOK SOLELY TO CUSTOMER'S INSURER TO RECOVER FOR ANY CLAIMS ARISING OUT OF THE USE OF THE WELLO SYSTEM AND RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST JOHNSON CONTROLS, INCLUDING BY WAY OF SUBROGATION. IN NO EVENT WILL JOHNSON CONTROLS BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR (I) PERSONAL INJURY OR ILLNESS, DEATH OR PROPERTY DAMAGES OR (II) LOST PROFITS, LOSS OF USE, DELAYS, DIMINUTION OF VALUE, LOST DATA, OR ANY OTHER INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THE WELLO SYSTEM HOWSOEVER ARISING. NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS IS FOUND LIABLE UNDER ANY LEGAL THEORY, JOHNSON CONTROLS' TOTAL AGGREGATE LIABILITY WILL BE LIMITED TO THE ANNUAL SUBSCRIPTION FEE PAID BY CUSTOMER FOR THE YEAR IN WHICH THE INCIDENT OCCURRED, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. CUSTOMER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS JOHNSON CONTROLS AGAINST ANY CLAIMS AND LAWSUITS MADE OR FILED BY ANY PERSON, INCLUDING CUSTOMER'S INSURER, THAT IS RELATED IN ANY WAY TO THE WELLO SYSTEM, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES,



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COSTS, AND ATTORNEYS' FEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST JOHNSON CONTROLS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION.

12. **Severability.** If any provision of this Rider, or any part of a provision, is determined to be invalid or unenforceable in whole or in part, such provision (or part thereof) shall be severed and the remaining provisions shall continue in full force and effect.



RIDER FOR INSTALLATION OF WELLO BODY TEMPERATURE DETECTION SYSTEM (US Only)

Exhibit A

License and Services Agreement

This License and Services Agreement (this "LSA") is a binding agreement between WELLO, INC., (sometimes referred to as "Wello", "Licensor", "We", "Provider") and the Person named in the related Sales Quote (sometimes referred to as "Licensee", "You", "Customer"). If the Equipment, Software, or Services are being purchased on behalf of an entity by a Person authorized to purchase same behalf of such entity, then "Licensee", "You" and "Customer" refers to such entity, its employees, and affiliates as applicable.

LICENSOR PROVIDES THE SOFTWARE AND SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS LSA AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM BY EITHER SIGNING IN THE SPACE PROVIDED IN THE SALES QUOTE. BY USING THESE SERVICES, YOU 1) ACCEPT THIS LSA AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS AND 2) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS LSA ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LSA, WE WILL NOT AND DO NOT LICENSE THE SOFTWARE OR SERVICES TO YOU AND YOU MUST NOT DOWNLOAD, INSTALL, OR USE SOFTWARE SERVICES OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LSA OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS LSA, NO LICENSE IS GRANTED, WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE UNDER THIS LSA, AND THIS LSA EXPRESSLY EXCLUDES ANY RIGHT CONCERNING ANY SOFTWARE OR SERVICE THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR'S SOFTWARE.

1. Definitions. For purposes of this LSA, the following terms have the following meanings:

"Aggregated Statistics" means data and information related to Licensee's use of the Services that is used by Licensor in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Authorized Users" means Licensee's employees and agents (i) who are authorized by Licensee to access and use the Services under the rights granted to Licensee pursuant to this LSA and (ii) for whom access to the Services has been purchased hereunder.

"Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Licensee or an Authorized User through the Services.

"Documentation" means user manuals, technical manuals, and any other materials provided by Licensor, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software, as well as Licensor's user manuals, handbooks, and guides relating to the Services provided by Licensor to Licensee.

"Equipment" means Wello's equipment, tools, and other physical property used in connection with the Services, including without limitation, the welloStationX.

"Intellectual Property" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world. Intellectual Property includes the Services, the Documentation, and any and all intellectual property provided to Licensee or any Authorized User in connection with the foregoing.

"License Fees" means the license fees, including all taxes thereon, paid or required to be paid by Licensee for the license granted under this LSA.

"Sales Quote", "Purchase Order", or "Sales Order" means the order form, purchase order, sales quote, or purchase



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agreement signed by the Parties for the Equipment and Services granted under this LSA.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Services" or "Subscription Services" means the hosting or other services that Wello provides to Licensee relating to distinguishing elevated body temperatures.

"Software" means the software, Services, or programs for which Licensee is purchasing a license.

2. License Access and Use.

(a) **Provision of Access.** Subject to and conditioned on Licensee's payment of Fees and compliance with all terms and conditions of this LSA, Licensor hereby grants Licensee a non-exclusive, non-transferable right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Licensee's internal use. Licensor will provide to Licensee the necessary passwords and network links or connections to allow Licensee to access the Services.

(b) **Documentation License** Subject to the terms and conditions contained in this LSA, Licensor hereby grants to Licensee a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Licensee's internal business purposes in connection with its use of the Services.

(c) **Use Restrictions.** Licensee will not use the Services for any purposes beyond the scope of the access granted in this LSA. Licensee will not at any time, directly or indirectly, and will not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation to anyone other than Authorized User; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; use the Software or Documentation in violation of any law, regulation, or rule; or use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to the Licensor's commercial disadvantage.

(d) **Aggregated Statistics.** Notwithstanding anything to the contrary in this LSA, Licensor may monitor Licensee's use of the Services and collect and compile Aggregated Statistics. As between Licensor and Licensee, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Licensor. Licensee acknowledges that Licensor may compile Aggregated Statistics based on Customer Data input into the Services. Licensee agrees that Licensor may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

3. Responsibility.

(a) **Customer Data** is collected by Licensee. Licensee is solely responsible for providing required privacy notices, obtaining consents, and complying with all data privacy laws. Licensee retains control of Customer Data and remains responsible for its compliance obligations under the applicable privacy laws, and for the processing instructions it gives to Licensor. Licensor will not retain, use, or disclose Customer Data for any purpose other than in accordance with this LSA or as required by law.

(b) Licensee is responsible and liable for all uses of the Software and Documentation through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by its Authorized Users or by any other Person to whom Licensee or an Authorized User may provide access to or use of the Software and/or Documentation, whether such access or use is permitted by or in violation of this LSA.

(b) Licensee will use reasonable measures to ensure that the Equipment is not tampered with or handled other than intended, and that its operation is not interfered with. Without limiting the foregoing, Customer will not attempt to

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or allow any third party other than Wello to service, repair, or modify any Equipment in any way

4. Compliance Measures.

(a) The Software contains technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use of the Software that is prohibited under this LSA. Licensee will not, and will not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

(b) Licensor may, in its sole discretion, audit Licensee's use of the Software to ensure Licensee's compliance with this LSA, provided that (i) any such audit will be conducted on not less than 10 days' prior notice to Licensee, and (ii) no more than 2 audits may be conducted in any 12-month period except for good cause shown. Licensor also may, in its sole discretion, audit Licensee's systems within 3 months after the end of the Term to ensure Licensee has ceased use of the Software and removed all copies of the Software from such systems as required hereunder. Licensee will fully cooperate with Licensor's personnel conducting such audits and provide reasonable access requested by the Licensor to records, systems, equipment, information, and personnel, including machine IDs, serial numbers, and related information.

(c) Licensor's remedies set forth in this Section are cumulative and are in addition to, and not in lieu of, all other remedies the Licensor may have at law or in equity, whether under this LSA or otherwise.

5. Maintenance and Support.

(a) Maintenance and support services are provided on the terms and conditions set forth at the Wello® Customer Portal, including such updates, upgrades, bug fixes, patches, and other error corrections ("Update" or collectively, "Updates") as Licensor makes generally available free of charge to all licensees of the Software then entitled to maintenance and support services. Licensor may develop and provide Updates in its sole discretion, and Licensee agrees that Licensor has no obligation to develop any Updates at all or for certain issues. Licensee further agrees that for purposes of this LSA all Updates will be deemed Software, and related documentation will be deemed Documentation, all subject to all terms and conditions of this LSA. Licensee acknowledges that Licensor may provide some or all Updates via download from a website designated by Licensor and that Licensee's receipt thereof will require an internet connection, which connection is Licensee's sole responsibility. Licensor has no obligation to provide Updates via any other media. Maintenance and support services do not include any new version or new release of the Software that Licensor may issue as a separate or new product, and Licensor may determine whether any issuance qualifies as a new version, new release, or Update in its sole discretion.

(b) Licensor has no obligation to provide maintenance and support services, including Updates:

- I. for any but the most current version or release of the Software.
- II. for any copy of Software for which all previously issued Updates have not been installed.
- III. if Licensee is in breach under this LSA; or
- IV. for any Software that has been modified other than by Licensor, or that is being used with any hardware, software, configuration, or operating system not specified in the Documentation or as authorized in writing by Licensor.

6. Collection and Use of Information.

(a) Licensee acknowledges that Licensor may, directly or indirectly through the services of third parties, collect and store information regarding use of the Services and about equipment on which the Software is installed or through which it otherwise is accessed and used, through the provision of maintenance, support services, and security measures.

(b) Licensee agrees that Licensor may use such information for any purpose related to any use of the Software by Licensee or on Licensee's equipment, including but not limited to:

- I. improving the performance of the Software, Services, or developing Updates; and
- II. verifying Licensee's compliance with the terms of this LSA and enforcing Licensor's rights, including all Intellectual Property rights.

7. Intellectual Property. Licensee acknowledges and agrees that the Software and Documentation are provided under

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license and are not sold to Licensee. Licensee does not acquire any ownership interest in the Software or Documentation, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this LSA. Licensor reserves and retains its entire right, title, and interest in and to the Software and all Intellectual Property arising out of or relating to the Software, except as expressly granted to the Licensee in this LSA. Licensee will safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee will promptly notify Licensor if Licensee becomes aware of any infringement of the Licensor's Intellectual Property Rights in the Software and fully cooperate with Licensor in any legal action taken by Licensor to enforce its Intellectual Property. For the avoidance of doubt, Intellectual Property includes Aggregated Statistics and any information, data, or other content derived from Licensor's monitoring of Licensee's access to or use of the Services but does not include Customer Data.

8. Intellectual Property Ownership; Feedback.

(a) Licensor Intellectual Property. Licensee acknowledges that, as between Licensee and Licensor, Licensor owns all right, title, and interest, including all intellectual property rights, in and to the Licensor Intellectual Property.

(b) Customer Data. Licensor acknowledges that, as between Licensor and Licensee, Licensee owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Licensee hereby grants to Licensor a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Licensor to provide the Services to Licensee. and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) If Licensee or any of its employees or contractors sends or transmits any communications or materials to Licensor by mail, email, telephone, or otherwise, suggesting or recommending changes to the Licensor Intellectual Property, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Licensor is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Licensee hereby assigns to Licensor on Licensee's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Licensor is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Licensor is not required to use any Feedback.

9. Confidential Information. From time to time either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is:

(a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party.

The receiving Party will not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this LSA, including to make required court filings. On the expiration or termination of the LSA, and upon written request, the receiving Party will promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential

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Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this LSA for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Payment.

All License Fees and Support Fees are payable in advance, except as may be expressly set forth herein. Any renewal of the license or maintenance and support services hereunder will not be effective until the fees for such renewal have been paid in full.

11. Term and Termination.

- a) This LSA and the license granted hereunder will remain in effect for the term set forth on the Order Form or until terminated as set forth herein (the "Term").
- b) This LSA will automatically renew thereafter for successive one (1) year terms unless either Party gives written notice to the other Party at least sixty (60) days prior to the expiration of the Term or this LSA is otherwise terminated.
- c) Licensors may terminate this LSA, effective upon written notice to Licensee, if Licensee breaches this LSA and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 20 days after Licensors provides written notice thereof.
- d) Licensors may terminate this LSA, effective immediately, if Licensee files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.
- e) Upon expiration or earlier termination of this LSA, the license granted hereunder will also terminate, and Licensee will cease using and destroy all copies of the Documentation. No expiration or termination will affect Licensee's obligation to pay all Licensee Fees that may have become due before such expiration or termination.

12. Warranty.

THE SOFTWARE, SERVICES, AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE RESELLERS, LICENSORS AND SERVICE LICENSORS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

13. Indemnification.

Each party (as the "Indemnifying Party") will indemnify, hold harmless, and defend the other party (as the "Indemnified Party"), including its officers, directors, employees, agents, and subcontractors, if any, from and against any and all liability, including but not limited to fines, penalties, settlements, judgments, awards, attorney's fees, and costs and expenses, for all actions, claims, damages, losses, and expenses arising directly or indirectly as a result of

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any strict liability, error, omission, or negligent act or willful misconduct of the Indemnifying Party, its assignee, subcontractor, or anyone directly or indirectly employed by it or them in the performance of this LSA, except for any claims or damages caused solely as a result of the willful misconduct of the Indemnified Party. Any claims, damages, liability, losses and expenses arising out of or resulting from or sustained in connection with the performance of work, under this LSA, that are the result of the negligence or willful misconduct of both parties, will be apportioned on a comparative fault basis. This provision shall survive the termination of this LSA with respect to acts or omissions that occurred prior to termination and shall be in effect during all applicable statutes of limitations.

14. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS LSA, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL LICENSOR'S COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS LSA OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS LSA FOR (i) THE SOFTWARE OR (ii) UP TO TWELVE (12) MONTHS OF THE SPECIFIC SERVICES, THAT ARE THE SUBJECT OF THE CLAIM.

(c) THE LIMITATIONS SET FORTH IN THIS SECTION APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS LSA FAIL OF THEIR ESSENTIAL PURPOSE.

15. Export Regulation.

The Software and Documentation may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensee must not, directly or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee must comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or Documentation available outside the US.

16. Security Measures.

(a) Licensee will comply with the terms and conditions set forth in this LSA, be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information (as herein defined) under its control or in its possession, comply with any applicable laws and regulations and use only secure methods, according to accepted industry standards, when transferring or otherwise making available Personal Information to Licensor. "Personal Information" means information that Licensee provides or for which Licensee provides access to Licensor, or information which Licensor creates or obtains on behalf of Licensee, in accordance with this LSA that directly or indirectly identifies an individual, including, names, addresses, telephone numbers, email addresses, and other unique identifiers, employee identification numbers, or government-issued identification numbers.

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(b) Licensor will use commercially reasonable efforts to maintain reasonable technical, physical, and organizational measures appropriate for data and processing activities to protect against unauthorized access, destruction, use, modification, or disclosure of data. Such measures include encryption of personal data, the ability to ensure the ongoing confidentiality, integrity, and availability of processing systems, the ability to restore the availability and access to data in a timely manner in the event of a physical or technical incident that affects access to data, and a process for regularly testing, assessing and evaluating the effectiveness of technical and organization measures for ensuring the security of the processing of personal data.

(c) In the event of any suspected and/or accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to Licensee's personal data ("Security Incident"), Wello will notify Licensee without undue delay. Where possible, the notice to Licensee will describe the nature of incident, the number of data subjects impacted, the type of records impacted, and any other information that may be relevant. Wello will also take all commercially reasonable steps to investigate, mitigate, and remediate the Security Incident. Licensor will provide Licensee with timely and reasonable information and cooperation as Licensee may reasonably require so that Licensee may fulfill its reporting obligations under and in accordance with applicable law. The parties agree to coordinate in good faith on developing the content of any related public statements, if needed.

17. Miscellaneous.

a) All matters arising out of or relating to this LSA are governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this LSA or the transactions contemplated hereby will be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in the City of Dallas and County of Dallas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.

b) Licensor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Licensor's reasonable control.

c) All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and will be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Sales Quote (or to such other address as may be designated by a party from time to time in accordance with this Section).

d) Licensee will not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this LSA, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this LSA. Any purported assignment, delegation, or transfer in violation of this Section is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this LSA without Licensee's consent. This LSA is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

e) This LSA 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 will confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this LSA.

f) This LSA may only be amended, modified, or supplemented by an agreement in writing signed by each

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party hereto. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this LSA, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this LSA will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

g) If any term or provision of this LSA is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this LSA or invalidate or render unenforceable such term or provision in any other jurisdiction.

h) For purposes of this LSA, (a) the words "include," "includes," and "including" is deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this LSA as a whole.

i) Unless the context otherwise requires, references herein: (a) to Sections, Annexes, Schedules, and Exhibits refer to the Sections of, and Annexes, Schedules, and Exhibits attached to, this LSA; (b) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This LSA will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Sales Quote and all Annexes, Schedules, and Exhibits referred to herein will be construed with, and as an integral part of, this LSA to the same extent as if they were set forth verbatim herein.

j) The headings in this LSA are for reference only and do not affect the interpretation of this LSA.