

End User License Agreement

YOU ACKNOWLEDGE THAT BY PROVIDING THE AIRSTRIP PATIENT MONITORING SERVICE (THE "SERVICE"), WE ARE NOT PROVIDING MEDICAL ADVICE OR ANY OTHER ADVICE OF ANY KIND. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED TO BE USED AS A SUBSTITUTE FOR GENERALLY ACCEPTED MEDICAL PRACTICES PERFORMED BY PHYSICIANS OR OTHER QUALIFIED MEDICAL PROFESSIONALS OF ANY KIND. YOU AGREE THAT YOU WILL USE THE SERVICE ONLY AS SUPPLEMENT TO YOUR PRACTICE, THAT YOU WILL DO SO ONLY IN ACCORDANCE WITH GENERALLY ACCEPTED MEDICAL PRACTICES AND THAT YOU WILL BE RESPONSIBLE FOR COMPLIANCE WITH THE APPLICABLE STANDARD OF CARE WITH RESPECT TO YOUR PATIENTS. BY PROVIDING THE SERVICE, WE DO NOT UNDERTAKE ANY RELATIONSHIP WITH ANY PATIENTS, INCLUDING, WITHOUT LIMITATION, A DOCTOR-PATIENT RELATIONSHIP, NOR DO WE UNDERTAKE ANY DUTY OF CARE WITH RESPECT TO ANY PATIENTS AS A RESULT OF YOUR USE OF THE SERVICE.

YOU ACKNOWLEDGE THAT THERE ARE RISKS INHERENT IN COMPUTER SOFTWARE, HARDWARE AND INTERNET CONNECTIVITY THAT MAY RESULT IN INTERRUPTIONS OR ERRORS IN THE SERVICE, LOSS OF PRIVACY, CONFIDENTIALITY, INFORMATION OR PROPERTY, AS WELL AS OTHER LOSSES, DAMAGES OR ADVERSE OCCURRENCES, REGARDLESS OF THE MEASURES TAKEN TO AVOID SUCH OCCURRENCES.

END USER LICENSE AGREEMENT

END USER LICENSE AGREEMENT (the "Agreement") between AirStrip Operations, LLC ("we" or "AIRSTRIP:") and the end user who accepts the terms in this agreement ("you" or the "User").

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND AIRSTRIP AND THIS AGREEMENT SHALL GOVERN YOUR USE OF THE SERVICE THROUGH YOUR INSTALLATION OF THE EXECUTABLE SOFTWARE PROVIDED BY AIRSTRIP (THE "SOFTWARE") ON YOUR AUTHORIZED MOBILE DEVICE AND YOUR USE OF SUCH SOFTWARE IN CONNECTION WITH THE SERVERS AND OTHER HARDWARE, IF ANY, PROVIDED BY AIRSTRIP, AS WELL AS ANY MANUALS, INSTRUCTIONS, DESCRIPTIONS, SPECIFICATIONS OR OTHER MATERIALS, IN HARD COPY OR ELECTRONIC FORM, PROVIDED BY AIRSTRIP DESCRIBING OR RELATING TO THE USE OF THE SERVICE (THE "DOCUMENTATION"), ABSENT ANOTHER SIGNED LICENSE AGREEMENT EFFECTIVE BETWEEN YOU AND AIRSTRIP. TO THE EXTENT THIS AGREEMENT IS CONSIDERED TO BE AN OFFER BY AIRSTRIP, YOUR ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS SET FORTH HEREIN. ANY TERMS IN ANY PURCHASE ORDER OR OTHER DOCUMENTATION ISSUED BY OR ON BEHALF OF YOU THAT CONTAINS ADDITIONAL OR CONFLICTING TERMS OR PURPORTS TO REPLACE, REJECT, MODIFY OR BE A COUNTER OFFER TO THIS AGREEMENT ARE EXPRESSLY REJECTED AND ARE VOID. BY CLICKING THE "I ACCEPT" BUTTON OR BY INSTALLING THE SOFTWARE OR OTHERWISE USING OR ACCESSING THE SERVICE, YOU AFFIRM THAT YOU UNDERSTAND THE TERMS SET FORTH HEREIN AND ACCEPT THIS AGREEMENT. IF YOU DO NOT ACCEPT ALL TERMS OF THIS AGREEMENT, CLICK THE "REJECT" BUTTON AND DO NOT INSTALL THE SOFTWARE OR OTHERWISE USE OR ACCESS THE SERVICE.

BY CLICKING THE "I ACCEPT" BUTTON OR BY INSTALLING, USING OR OTHERWISE ACCESSING THE SERVICE, YOU INDICATE THAT YOU INTEND YOUR ACT TO SERVE AS YOUR SIGNATURE TO THIS AGREEMENT AND TO HAVE THE SAME FORCE AND EFFECT AS THE USE OF A MANUAL SIGNATURE, AND IF YOU ARE INSTALLING, USING OR OTHERWISE ACCESSING THE SERVICE IN YOUR CAPACITY AS AN EMPLOYEE OR AGENT OF A BUSINESS ENTITY, YOU WARRANT THAT YOU HAVE ACTUAL AUTHORITY TO LEGALLY BIND SUCH ENTITY TO THIS AGREEMENT.

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You are hereby granted a nonexclusive, nontransferable, nonsublicensable, limited, personal license to install, access and use the Software, only in object code form, only in accordance with the Documentation, and only as necessary in connection with your authorized use of the Service (the "License"). The License permits you to use only one copy of the Software, only for your own personal, internal business benefit, and only in accordance the terms and conditions of this Agreement and the Master Services Agreement and/or Purchaser Agreement under which you have been authorized to use the Service. Upon installing the Software, you may retain the media (if any) on which the Software was provided to you to be used by you solely for backup purposes in accordance with this Agreement. In addition, you may make one copy of the Software and the Documentation to be used by you solely for backup purposes in the event the original copy thereof is damaged or destroyed; provided, however,

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2. RESTRICTIONS; ACCEPTABLE USE POLICY

No part of the Service, the Software or the Documentation may be used by anyone other than you without the written consent of AIRSTRIP.

You shall not (and shall not allow any third party to) (a) copy the Software or Documentation except for backup purposes as provided above, (b) decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats, data structures or other aspects of the Software or the Service, (c) remove, modify or obscure any product or service identifier, copyright, trademark or other proprietary rights notice or other notices, instructions, disclaimers or legends from any part of the Software, the Documentation or the Service, (d) provide, lease, lend, host, use for timesharing, service bureau, ASP, SaaS or similar purposes or otherwise use or allow others to use any part of the Service, the Software or the Documentation to or for the benefit of third parties, (e) except as expressly specified in the Documentation, use or incorporate any hardware or software with any part of the Software or the Service, or (f) modify or create a derivative work of any part of the Software, the Documentation or the Service. Except as expressly allowed by this Agreement, you shall not use or disclose any aspect of the Service, the Software or the Documentation, or any related technology, ideas, algorithms, data or other information. You expressly acknowledge and agree that there is no adequate remedy at law for a breach of this Section, that such a breach would irreparably harm AIRSTRIP and that AIRSTRIP is entitled, without limiting any of AIRSTRIP's other remedies at law or equity, to obtain injunctive relief (temporary and permanent) from any court of competent jurisdiction immediately upon request and without the need to post a bond or security, with respect to any such breach or potential breach in addition to any other remedies.

The provisions of this Section are also sometimes referred to as our Acceptable Use Policy. From time to time, AIRSTRIP may, in our reasonable discretion, change our Acceptable Use Policy to add new restrictions on your use of the Service, the Software or the Documentation. Any change to the Acceptable Use Policy made during the term of this Agreement will become effective upon the first to occur of: (i) your logging in to the Service or (ii) 30 days following our notice to you describing such change. By logging in to the Service, you shall be deemed to have accepted all new restrictions on your use of the Service, the Software and the Documentation. If you choose not to accept any new restriction on your use of any part of the Service, the Software or the Documentation, this Agreement shall be immediately terminated and you shall no longer be authorized to access or otherwise use any of the Service, the Software or the Documentation in any manner or for any purpose whatsoever. The most current version of our Acceptable Use Policy can be found on our [Regulatory and Compliance](#) webpage.

3. TERM AND TERMINATION

The Term of this Agreement and your License hereunder is co-extensive with the Master Services Agreement and/or Purchaser Agreement under which you have been authorized to use the Service and will continue so long as such Master Services Agreement and/or Purchaser Agreement remains in effect unless this Agreement is terminated earlier by you or AIRSTRIP (the "License Term").

You may terminate this Agreement at any time by returning or destroying the Software and any Documentation (and all copies thereof) and confirming to AIRSTRIP in writing your compliance with this requirement. AIRSTRIP may terminate this Agreement, without prejudice to any other rights we may have, if you fail to comply with any of the terms or conditions of this Agreement. Upon any termination of this Agreement, the License and all of AIRSTRIP's performance obligations terminate and you must return or destroy the Software and any Documentation (and all copies thereof) and confirm to AIRSTRIP in writing your compliance with this requirement. All provisions of the Agreement which reasonably should survive termination will do so; by way of example but not of limitation, all obligations regarding confidentiality survive. Termination is not AIRSTRIP's exclusive remedy and all other remedies will be available to AIRSTRIP whether or not the License is terminated.

You agree that AIRSTRIP may suspend Services without liability if: (i) we reasonably believe that the Services are being used in violation of this Agreement or the Master Services Agreement and/or Purchaser Agreement; (ii) you don't cooperate with our reasonable investigation of any suspected violation of the Agreement; (iii) there is an event for which we reasonably believe that the suspension of Services is necessary to protect the AIRSTRIP

network or our other customers; or (iv) if required by law. We will give advance notice of a suspension under this Section of at least 12 business hours unless we determine in our reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect AIRSTRIP or its other customers from imminent and significant operational or security risk.

4. RESPONSIBILITY FOR ACCESS AND USE

YOU UNDERSTAND THAT YOU ARE PERSONALLY RESPONSIBLE FOR THE USE OF AND ACCESS TO ALL DATA AND THE SERVICE, THE SOFTWARE AND THE DOCUMENTATION BY YOU, ANY EMPLOYEE OR AGENT OF YOURS, ANY PERSON TO WHOM YOU HAVE GIVEN ACCESS TO YOUR DATA, THE SERVICE, THE SOFTWARE OR THE DOCUMENTATION, AND ANY PERSON WHO GAINS ACCESS TO ANY DATA, THE SERVICE, THE SOFTWARE OR THE DOCUMENTATION AS A RESULT OF YOUR FAILURE TO USE REASONABLE SECURITY PRECAUTIONS, EVEN IF SUCH USE OR ACCESS WAS NOT AUTHORIZED BY YOU, AS WELL AS ANY AND ALL RESULTS OF ANY SUCH USE OR ACCESS, AND YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS AIRSTRIP, AND EACH OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, RESELLERS, LICENSORS, SUPPLIERS, INVESTORS, OWNERS, ASSIGNS OR AFFILIATES (EACH, AN "AIRSTRIP AFFILIATE"), FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES (INCLUDING ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES), CAUSES OF ACTION, CLAIMS, SETTLEMENT PAYMENTS, INTEREST, ACTIONS, SUITS, AWARDS, JUDGMENTS, DIMINUTION IN VALUE, FINES, FEES OR PENALTIES, AS WELL AS ANY OTHER CHARGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, ANY COURT FILING FEE, COURT COST, ARBITRATION FEE, ARBITRATION COST, WITNESS FEE, AS WELL AS ANY OTHER FEE OR COST OF INVESTIGATING, DEFENDING OR OTHERWISE ASSERTING ANY CLAIM FOR INDEMNIFICATION UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, IN EACH CASE, ANY ATTORNEYS' FEES, OTHER PROFESSIONALS' FEES OR DISBURSEMENTS) (COLLECTIVELY, "LOSS") , IN ANY WAY ARISING FROM OR RELATED TO ANY SUCH USE OR ACCESS. IN NO EVENT SHALL AIRSTRIP HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY IN ANY WAY ARISING FROM OR RELATED TO ANY USE OF OR ACCESS TO ANY DATA, THE SERVICE, THE SOFTWARE OR THE DOCUMENTATION.

5. OTHER SERVICES

This Agreement does not obligate AIRSTRIP to provide you with any updates, upgrades, support or other services, whether in connection with the Software, the Documentation or the Service or otherwise. AIRSTRIP may provide you with various services, which may include professional, advisory or support services, subject to AIRSTRIP's receipt of full payment for such services from you (or on your behalf). The scope and use of such services (including the use of any updates or upgrades to the Software, the Documentation or the Service made available to you pursuant to such services) will be governed by AIRSTRIP's then-current policies, and any applicable Master Services Agreement and/or Purchaser Agreement.

6. USER INFORMATION AND COMPLIANCE WITH HIPAA

You agree that AIRSTRIP may collect and utilize performance data, usage data and other technical information gathered as part of your use of the Service or any such other services in order to better serve its customers, facilitate problem trouble shooting and improve and enhance AIRSTRIP's various product and service offerings. Such information will not be disclosed in a form that specifically identifies you or any other person. Usage data may also be used in aggregate to establish usage trends across multiple hospitals for marketing purposes. Such data will be collected and used consistently with the restrictions of the applicable Business Associate Agreement, and physician and hospital identifiers will be removed from the usage data. You hereby consent to the collection and use of such information and data as described herein.

You also agree that AIRSTRIP may publicly disclose that we are providing services to you and may include your name in promotional materials including press releases and on AIRSTRIP's website. Neither of us may publicly use the other party's logo or other trade or service mark without permission.

User and AIRSTRIP each acknowledge that certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as codified at 42 U.S.C. §1320d through d-8 and the federal privacy regulations as contained in 45 CFR Part 164 ("Federal Privacy Regulations") may apply to AIRSTRIP, you, and our relationships and operation under this Agreement. AIRSTRIP does not anticipate receiving or disclosing any individually identifiable information in the normal course of providing services.

Should Protected Health Information ("PHI") be made available, or obtained by AIRSTRIP, we do hereby assure

you that we will: (i) comply with the rules and regulations concerning the privacy and security of PHI under HIPAA; (ii) require the utilization of a Business Associate Addendum, in the event that confidential information will be disclosed (this addendum may be provided by AIRSTRIP upon request); (iii) not use or disclose any PHI except in the course of meeting our contractual obligations or as required by law; ensure that agents or subcontractors working on our behalf agree to the same restrictions; protect against any non-permitted use or disclosure of PHI using no less than a reasonable amount of care; (iv) report any non-compliance of which we become aware; (v) at your request and direction, if feasible, make available PHI in accordance within the requirements of HIPAA; (vi) upon reasonable notice and during normal business hours, allow the Secretary of the U.S. Department of Health and Human Services the right to audit our records and practices related to the use and disclosure of PHI to ensure compliance; (vii) upon termination of contract or upon request, if feasible, return or destroy all PHI received or created as a result of any contract and retain no copies; have named a HIPAA Security Official who creates, maintains, and trains regarding our HIPAA policies and procedures; (viii) have established that all employees with access to PHI receive training on our policies and procedures according to HIPAA mandates.

YOU ARE RESPONSIBLE FOR GIVING ANY NOTICES REQUIRED UNDER ANY STATE OR FEDERAL LAW OR REGULATION, INCLUDING ANY NOTICES REQUIRED UNDER HIPAA. YOU ARE ALSO RESPONSIBLE FOR ENSURING COMPLIANCE WITH ALL REQUIREMENTS IMPOSED BY HIPAA OR ANY OTHER LAW OR REGULATION WITH RESPECT TO ANY DATA RETRIEVED OR SAVED FROM THE SERVICE. WE MAKE NO REPRESENTATION AS TO WHAT STEPS YOU MUST FOLLOW TO COMPLY WITH HIPAA OR ANY OTHER LAW OR REGULATION.

7. CONFIDENTIAL INFORMATION

"Confidential Information" means any and all of AIRSTRIP's confidential or proprietary technical or business information, in any tangible or non-tangible form. User acknowledges that the Service, the Software and the Documentation constitute valuable trade secrets of AIRSTRIP and that the Service, the Software and the Documentation are the Confidential Information of AIRSTRIP. User agrees that it shall (i) not use any of the Confidential Information except to achieve the purposes of this Agreement; (ii) not provide access to or disclose any Confidential Information to any third party; and (iii) take actions to protect the confidentiality of all Confidential Information which are at least as stringent as the precautions it takes to protect its own confidential information and which in all cases are at least reasonable precautions. Confidential Information received by AIRSTRIP from a third party will be deemed Confidential Information of AIRSTRIP. The obligations under this Section shall not apply to information which you can demonstrate by clear and convincing evidence through written records: (i) was already known to you at the time of disclosure or becomes known to such you from a third party without breach of this Agreement or any legal, contractual or fiduciary obligation on the part of you or any third party; (ii) is or becomes publicly known through no wrongful act and without breach of this Agreement or any legal, contractual or fiduciary obligation on the part of you or any third party; (iii) is rightfully received from a third party without restriction on disclosure and without breach of this Agreement or any legal, contractual or fiduciary obligation on the part of you or any third party; or (iv) is independently developed by you without reference to any Confidential Information and without breach of this Agreement or any legal, contractual or fiduciary obligation on the part of you or any third party. You may make disclosures of Confidential Information when required by subpoena, court order or other applicable law but only if you (i) limit disclosure to the information specifically required; (ii) to the extent practicable and permitted by applicable law, promptly provide AIRSTRIP with prior written notice of the requirement for such disclosure and allow AIRSTRIP to participate in any proceeding regarding such disclosure; and (iii) use diligent efforts to obtain a protective order or other confidential treatment for such Confidential Information. You expressly acknowledge and agree that any misuse or disclosure of Confidential Information would cause irreparable harm and, without limiting any of AIRSTRIP's other remedies at law or equity, in the event of any actual or threatened breach or violation of the provisions of this Agreement concerning Confidential Information, AIRSTRIP is that AIRSTRIP is entitled, without limiting any of AIRSTRIP's other remedies at law or equity, to obtain injunctive relief (temporary and permanent) from any court of competent jurisdiction immediately upon request and without the need to post a bond or security, with respect to any such breach or potential breach in addition to any other remedies.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

Notwithstanding anything to the contrary, AIRSTRIP does not transfer to User any ownership or any other proprietary rights (including, but not limited to, any and all patent, copyright, trademark, trade secret or other intellectual property rights) in the Service, the Software, the Documentation, or any other AIRSTRIP technology, information or materials, and as between the parties, AIRSTRIP retains exclusive ownership of all right, title and interest in and to all aspects of Service, the Software, the Documentation, and all other AIRSTRIP technology, information or materials, as well as any and all copies or modifications thereof (by whomever made and

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Newtonsoft (Json.NET)

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Stig Brautaset (json-framework)

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10. EXPORT COMPLIANCE

User will comply with all applicable export laws and regulations of any United States or foreign agency or authority. User agrees that it will not export or re-export, or allow the export or re-export or any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any such laws or regulations. User agrees to indemnify, defend and hold harmless AIRSTRIP and each AIRSTRIP Affiliate from and against any and all Loss in any way arising out of or related to User's breach of this Section.

11. DISCLAIMER OF WARRANTIES

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TO, AS TO THE CONDITION, VALUE, QUALITIES, PROVISION, OPERATION, USE, RESULTS OR WORKMANSHIP THEREOF, OR THE ABSENCE OR CORRECTION OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

AIRSTRIIP SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTOBLAR PURPOSE, AS WELL AS ANY REPRESENTATIONS OR WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE. AIRSTRIIP MAKES NO WARRANTY OR REPRESENTATION THAT THE SERVICE, THE SOFTWARE AND THE DOCUMENTATION, OR ANY ASPECT OF THE CONDITION, VALUE, QUALITIES, PROVISION, OPERATION, USE, RESULTS OR WORKMANSHIP THEREOF, WILL MEET USER'S REQUIREMENTS, WILL BE CONTINUOUS, UNINTERRUPTED OR ERROR FREE, WILL BE ACCURATE OR COMPLETE, WILL BE COMPLETELY SECURE, OR WILL NOT BE SUSCEPTIBLE TO UNAUTHORIZED ACCESS, INTRUSION OR ATTACK BY THIRD PARTIES OR TO INFECTION BY COMPUTER VIRUS OR OTHER MALICIOUS OR INJURIOUS CODE. IN NO EVENT SHALL AIRSTRIIP OR ANY AIRSTRIIP AFFILIATE BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS, ERRORS, INACCURACIES, INCOMPLETENESS OR UNAUTHORIZED ACCESS, INTRUSION, ATTACK OR INFECTION, OR OF ANY FAILURE TO MEET USER'S REQUIREMENTS, WHETHER OR NOT the party in WAS NOTIFIED, ADVISED OR WARNED, OR OTHERWISE KNEW OR SHOULD HAVE KNOWN, OF ANY SUCH REQUIREMENTS OR THE POSSIBILITY OF ANY SUCH CONSEQUENCES.

12. LIMITATION OF LIABILITY

TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL AIRSTRIIP OR ANY AIRSTRIIP AFFILIATE BE LIABLE TO USER OR ANY THIRD PARTY, UNDER ANY THEORY OF LAW OR EQUITY, REGARDLESS OF THE FORM OF THE CLAIM OR WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF ANY VIOLATION OF LAW, INFRINGEMENT, BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE, WHETHER SOLE, JOINT OR CONCURRENT, GROSS NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY OR SIMILAR OR RELATED CLAIMS ARISING FROM THE ACTS OR OMISSIONS OF ANY PERSON), INDEMNITY, CONTRIBUTION, STATUTE, COMMON LAW OR OTHERWISE, FOR ANY LOSS THAT COULD HAVE BEEN AVOIDED BY THE DAMAGED PARTY'S USE OF REASONABLE DILIGENCE OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS ASSOCIATED WITH BUSINESS INTERRUPTION, BODILY INJURY OR DEATH, LOSS OF PRODUCTION, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF OPPORTUNITIES OR LOSS OF GOODWILL, IN ANY WAY ARISING IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, EVEN IF THE PARTY IN QUESTION WAS NOTIFIED, ADVISED OR WARNED OR OTHERWISE KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL THE CUMULATIVE MONETARY LIABILITY OF AIRSTRIIP AND ANY AIRSTRIIP AFFILIATES, UNDER ANY THEORY OF LAW OR EQUITY, REGARDLESS OF THE FORM OF THE CLAIM OR WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF ANY VIOLATION OF LAW, INFRINGEMENT, BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE, WHETHER SOLE, JOINT OR CONCURRENT, GROSS NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY OR SIMILAR OR RELATED CLAIMS ARISING FROM THE ACTS OR OMISSIONS OF ANY PERSON), INDEMNITY, CONTRIBUTION, STATUTE, COMMON LAW OR OTHERWISE, EXCEED \$[6,600.00] IN THE AGGREGATE.

13. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be deemed to have been entered into in the State of Texas, and any matters regarding the interpretation or enforcement hereof shall be governed exclusively by the law of the State of Texas, without regard to its conflicts of law principles, except in so far as the federal law of the United States of America may control any aspect of this Agreement, in which case federal law shall govern such aspect. The United Nations Convention on International Sale of Goods Act shall not apply to this Agreement.

You hereby irrevocably and unconditionally (i) agree to accept service of process by mail and submit to the exclusive jurisdiction of state and federal courts located in Bexar County, Texas for purposes of any action, suit or proceeding arising out of the transactions contemplated by this Agreement (a "Proceeding"), (ii) waive any objection you may have to the venue of any Proceeding in such courts, and (iii) waive, and agree not to plead or to make, any claim that any Proceeding brought in any state and federal courts located in Bexar County, Texas has been brought in an inconvenient or otherwise improper forum. You agree that you will not bring any claim

under this Agreement more than two years after the time such claim accrued. You also agree that you will not bring or participate in any class action lawsuit against AIRSTRIP or any of its directors, officers, employees, agents, representatives, resellers, licensors, suppliers, investors, owners, affiliates or assigns.

14. FORCE MAJEURE

Neither party shall have any liability for any failure to perform its obligations under this Agreement if such failure is caused by fire, flood, natural disaster, epidemic, act of God, strike, civil unrest, riot, insurrection, revolution, war, terrorism, lack or failure of suppliers or transportation facilities, failure of utilities or telecommunications, law or governmental regulation or other cause or event which is of a magnitude or a type beyond the reasonable control of such party.

15. GENERAL

AIRSTRIP may, at its sole discretion, freely assign, sell, delegate or transfer this Agreement and any of its rights or obligations hereunder, in whole or in part, to any third party, including, but not limited to, any third party who succeeds to substantially all its business or assets. User may not assign, sell, delegate, sublicense or transfer this Agreement or any of its rights, obligations, liabilities or duties hereunder, in whole or in part, to any third party (including any affiliated party) without AIRSTRIP's prior written consent (which AIRSTRIP shall not unreasonably withhold). Any purported attempts by User to do so in violation of the immediately preceding sentence are void. There are no third-party beneficiaries to the Agreement, meaning that this Agreement shall not be for the benefit of or enforceable by any person or entity not a party hereto and shall not confer any rights or remedies upon any person or entity other than the parties and their respective successors and permitted assigns. The relationship of AIRSTRIP and User established by this Agreement is that of independent contractor. This Agreement constitutes the entire, final, complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals representations, negotiations, conversations and discussions, between the parties, whether written or oral, as well as all industry customs or trade practices, relating to the subject matter hereof except in the event the parties have each signed a purchase order, master agreement or other contract that governs the subject matter hereof. Except as otherwise expressly provided herein, in the case of a conflict between a provision in this Agreement and a provision in the Master Services Agreement and/or Purchaser Agreement under which you have been authorized to use the Service, the conflicting provision of the Master Services Agreement and/or Purchaser Agreement shall prevail over the conflicting provision in this Agreement but only to the extent necessary to minimize or avoid such conflict. This Agreement may not be modified except by User's acceptance of a more recent End User License Agreement applicable to the Software subsequently provided by AIRSTRIP or by a written instrument dated subsequent to the effective date of this Agreement and accepted by the signature of duly authorized representatives of the parties. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement. Section headings and titles are provided only for convenience and will not be used in interpreting the Agreement. Except as otherwise expressly provided herein, all remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. If any provision of this Agreement is prohibited by law or held to be void or unenforceable, the remaining provisions hereof will not be affected, this Agreement will continue in full force and effect as if such void or unenforceable provision had never constituted a part hereof, and the void or unenforceable provision will be automatically amended so as best to accomplish the original objectives of such provision within the limits of applicable law.

YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, UNDERSTAND ALL SUCH TERMS AND CONDITIONS AND AGREE TO BE BOUND THEREBY.