

GENERAL TERMS AND CONDITIONS FOR PRODUCT SALES

These General Terms and Conditions for Product Sales (“Terms and Conditions”) govern the sales of all products (“Products”) sold by Heath Consultants Incorporated (“Heath”) to a third party (“Buyer”) based upon an estimate, purchase order acknowledgment or similar written document (a “Proposal”) signed by an authorized representative of Heath and provided to Buyer. Any Proposal incorporates these Terms and Conditions, whether or not such Proposal explicitly mentions and/or refers to these Terms and Conditions, and such Proposal and these Terms and Conditions comprise the entire agreement between Heath and Buyer, such agreement herein referred to as the “Order.”

1. **Offer and Acceptance:** Heath sells and delivers the Products in accordance with the Order. In the event of any conflict between these Terms and Conditions on one hand and the Proposal on the other hand, these Terms and Conditions shall govern, unless the Proposal expressly states that the terms and conditions of the Proposal shall control. Heath hereby objects to and rejects any additional or different terms proposed by Buyer, including those contained in Buyer’s purchase order, unless Heath expressly agrees to Buyer’s terms and conditions in writing. The delivery of Products to Buyer does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend the Order.

2. **Title and Delivery:** Unless otherwise specified, shipments shall be delivered FCA Heath’s shipping dock. The provisions of the “Incoterms” (published by International Chamber of Commerce) valid at the date of the Proposal shall apply only insofar as the same are not inconsistent with the terms and conditions stated herein. Title and liability for loss or damage shall pass to Buyer upon Heath’s delivery of the Products to the designated carrier at Heath’s shipping dock. Any subsequent loss or damage shall not relieve Buyer from its contractual obligations. Heath shall not be liable for any damages, losses or expenses of any kind incurred by Buyer if Heath fails to meet estimated delivery dates.

3. **Software License:** If and to the extent the Products include any software of Heath (the “Bundled Software”), Buyer’s use of such Bundled Software will be subject to the terms of the License Agreement for Software which can be found at <https://heathus.com/about/legal/> Buyer confirms that it shall only use the Bundled Software for Buyer’s internal business operations and not for resale. Buyer is prohibited from outsourcing, renting or time-sharing the Bundled Software. Further, no warranty or term of this Agreement shall serve to benefit any person or entity other than the Buyer.

4. **Restrictions.** All rights provided to Buyer under this Order in relation to the Products (including the Bundled Software) are provided to Buyer on the condition that Buyer shall not, and shall not allow any third party to, copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Product (including the Bundled Software), or any part thereof, or otherwise attempt to discover any source code of the Bundled Software, modify the Products in any manner or form, including for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Products. Buyer is expressly prohibited from licensing use of, or granting access to the Product (including the Bundled Software) to any third parties other than Buyer employees and contractors performing services for the internal business operations of Buyer (collectively “Authorized Users”). Buyer is responsible for the compliance of all Authorized Users with the terms of this Order and any other terms related to the Bundled Software.

5. **Payment Terms:**

- a. **Remittance:** Invoices are due and payable in full in Houston, Harris County, Texas in U.S. currency. All payments shall be made within 30 days after the date of the invoice. Buyer shall pay the price of the Products without setoff, counterclaim, or any other rights which Buyer may have against Seller. If payment is due on a non-banking day when banks are not open to transmit or receive funds, payment shall be remitted on the banking day immediately preceding the due date.
- b. **Late Payment.** If Buyer fails to pay by the due date thereof any sum required to be paid by Buyer to Heath, Buyer will pay to Heath delinquent payment interest on the delinquent amount from the due date thereof until the date paid at the rate of the lesser of (i) 1½% per month (18% per annum) or (ii) the maximum amount permitted by applicable law. Buyer shall also pay Heath all reasonable

costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by Heath in connection with Heath's efforts to collect such delinquent payment or payments.

- c. **Taxes.** Prices quoted by Heath to Buyer do not include applicable taxes or duties. Buyer shall bear and pay all taxes (excluding Seller's income taxes), duties, levies and other similar charges imposed, levied by any governmental authority arising out of, in connection with, or relating to the Order, including, without limitation, withholding, sales, use, value added, registration, excise, documentary taxes, duties, levies and other charges.
- d. All Orders and deliveries are subject to the determination of Buyer's creditworthiness by Heath at its sole discretion. In addition, Heath shall at all times be entitled to require from Buyer all payment guarantees it may deem necessary.

6. **Returns.** No returns allowed unless authorized by Heath in writing in advance. Further, if Client wrongfully rejects or revokes its acceptance of undamaged or conforming goods or services, or does not provide evidence of the alleged damaged within the claim period, Heath shall have the right to recover all costs and expenses incurred as a consequence or in connection with such a claim.

7. **Contingencies:** Heath shall not be in breach of the Order and shall not be liable for any non-performance or delay in performance if such non-performance or delay is due to a force majeure event of any kind or other circumstances beyond Heath's reasonable control, including but not limited to, shortages of labor, epidemic, energy, fuel, Internet slow-downs or failures (through denial of service, worms, telecommunications problems or the like), equipment failures, computer hackers, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act or Act of God.

8. **Warranties and Related Remedies:**

- a. Heath warrants that Heath Products will conform either to Heath's published specifications for such Product or other mutually agreed upon written specifications signed by an authorized Heath representative. For finished Products, this warranty lasts for one year after the date Heath delivers such Products to Buyer in accordance with Section 2 above. Notwithstanding the foregoing, Heath shall not be liable for any defects that are caused by neglect, misuse, or mistreatment by an entity other than Heath, including improper installation or testing, or for any Products that have been altered or modified in any way by an entity other than Heath. Moreover, Heath shall not be liable for any defects that result from or relate to Buyer's design, specifications, or instructions for such Products. Testing and other quality control techniques are used to the extent Heath deems necessary in its sole discretion. Unless mandated by government requirements, Heath is under no obligation to, and may not, test all parameters of each Product.
- b. EXCEPT AS SET FORTH ABOVE, PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." HEATH DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, HEATH DOES NOT REPRESENT THAT THE BUNDLED SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE, OR THAT THE PRODUCT WILL MEET BUYER'S REQUIREMENTS OR THAT ALL ERRORS IN THE PRODUCT WILL BE CORRECTED. THE WARRANTIES STATED IN SECTION 8(A) ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY HEATH IN RELATION TO THE PRODUCT (INCLUDING THE BUNDLED SOFTWARE). THE PRODUCT IS PROVIDED TO BUYER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. BUYER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE PRODUCT OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR BUYER'S PURPOSES. BUYER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN SECTION 8(A) OF THIS AGREEMENT.

- c. Buyer agrees that prior to using or distributing any systems that include Heath Products, Buyer will thoroughly test such systems and the functionality of such Heath Products as used in such systems. Heath may, at its option, provide technical, applications or design advice, or other services. Buyer agrees that providing these services shall not expand or otherwise alter Heath's warranties, as set forth above, and no additional obligations or liabilities shall arise from Heath providing such services.
- d. Buyer agrees that should Heath provide any advice in connection with the sale of the Heath Products, such advice should not intended to constitute professional advice or any other type of advice and shall be provided on an "as is" basis.

9. Indemnity, Limitations, and Damages Disclaimer:

- a. **General Limitations.** IN NO EVENT SHALL HEATH BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS ORDER OR THE USE OF THE PRODUCTS PROVIDED HEREUNDER, REGARDLESS OF WHETHER HEATH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST HEATH MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.
- b. **Specific Limitations.**
 - I. IN NO EVENT SHALL HEATH'S AGGREGATE LIABILITY FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THIS ORDER, OR THE USE OF ANY HEATH PRODUCT PROVIDED HEREUNDER, EXCEED THE LESSER OF (X) TOTAL AMOUNT PAID TO HEATH FOR THE PARTICULAR PRODUCTS SOLD UNDER THIS ORDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED OR (Y) \$50,000. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR PRODUCTS SOLD TO BUYER UNDER THIS ORDER SHALL NOT ENLARGE OR EXTEND THIS LIMIT.
 - II. NOTHING IN THIS ORDER SHALL BE INTERPRETED AS REQUIRING HEATH TO INDEMNIFY BUYER OR ANY OF BUYER'S INDEMNITEES (INCLUDING A THIRD PARTY) FOR ANY HARM CAUSED BY THE IMPROPER CALIBRATION OF THE PRODUCTS, ANY USE OF THE PRODUCTS THAT IS UNSAFE OR CONTRARY TO THE INSTRUCTIONS PROVIDED BY HEATH, OR THE FAILURE TO MAINTAIN THE PRODUCTS IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY HEATH.
- c. **Indemnity.** Subject to the two preceding subsections, each party to this Order shall indemnify, and hold harmless the other party, its affiliates and each of their respective officers, directors, employees and agents from all losses, liabilities, costs, and expenses of any kind, including reasonable attorneys' fees, which one party, its agents, employees, and subcontractors may incur, become legally responsible for, or pay out as a result of bodily injury, including death, to any person, damage to any property, or both, to the extent caused by the other party's negligence or willful misconduct. In no event shall either party be obligated to indemnify or be held responsible, in any manner whatsoever, for the negligence of the other party, or the negligence of a third party. This indemnification obligation shall survive the expiration or termination of the Agreement. Subject to the foregoing, Buyer acknowledges that it has a superior knowledge of the ultimate use of Heath's Goods or Services and Buyer acts as a learned intermediary in regards to such ultimate use. Buyer shall save, defend, indemnify, and hold Heath harmless from and against all Claims asserted against or suffered by Heath by reason of, arising out of, or in any way related to, Buyer Group's use (or any subsequent end-user's use) of Heath's Goods or Services, or Buyer Group's negligence or willful misconduct. Without limitation, Buyer's obligation to save, defend, indemnify and hold

Heath harmless shall exist with respect to accidents, occurrences, disease, injuries to persons (including death), environmental or other property damage, property or economic losses, and violation of applicable law or regulation.

10. **Confidentiality.** Buyer acknowledges that in connection with the sale of Goods or the performance of Services, Buyer has received or may receive from Heath certain proprietary and Confidential Information, which is of substantial proprietary value to Heath. Buyer agrees to hold in strict confidence, and not to disclose to third-parties or use for any purpose other than the purpose of this Agreement, any Confidential Information. Buyer shall be liable for any loss or damage to any Confidential Information, and shall not be released from its obligations of confidentiality, non-use and non-disclosure until and unless: (i) Confidential Information becomes non-confidential information without any breach of this Agreement or (ii) Heath releases Buyer from its confidentiality obligations hereunder by written notice. All technical documents developed by Heath and to be provided to Buyer as part of the obligations assumed hereunder, including any copyright therein, shall be the sole property of Heath and shall always be treated as confidential. Except as otherwise agreed by Heath in writing, no information or knowledge disclosed by Buyer shall be deemed confidential.
11. **Representation of Solvency.** Buyer agrees to neither order nor accept Products from Heath while insolvent within the meaning of Section 1.201(23) of the Texas Business and Commerce Code (“UCC”). Every order placed, or delivery accepted, while insolvent shall constitute a written misrepresentation of solvency to Seller within the meaning of Section 2.702(b) of the UCC, or any successor Section of the UCC.
12. **Governing Law, Dispute Resolution:** This Order shall be governed by and interpreted in accordance with the laws of the State of Texas, without reference to conflict-of-laws principles. Buyer agrees to comply with all appropriate legal, ethical and compliance requirements. The parties agree to mediate in good faith any dispute arising out of, in connection with, or relating to this Order, provided, that if any dispute remains unsolved after thirty (30) days, the parties subject to binding arbitration before one arbitrator, administered by JAMS and conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures. Mediation and arbitration shall be held Harris County, Texas. The arbitrator shall have authority to issue any award allowed under this Agreement. Judgment on any award in arbitration may be entered in any court of competent jurisdiction. Notwithstanding the above, Heath shall have recourse to any court of competent jurisdiction to enforce claims for injunctive and other equitable relief.
13. **Assignment:** Heath may assign, license or subcontract to any of its Affiliates or subcontractors all or any part of its rights and obligations under the Agreement without Buyer’s consent, provided Heath remains liable as primary obligor under the Agreement. In addition, Heath may assign its collection rights under the Agreement to any third party without Buyer’s prior consent. Buyer may not assign or in any way dispose of its rights or obligations under the Agreement without the prior written consent of Heath.
14. **Export Control.** Buyer agrees to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any Product acquired from Heath under this Order. Accordingly, Buyer shall not sell, export, re-export, transfer, divert or otherwise dispose of any such Product, technical data, software, or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by the United States (“U.S.”) or applicable non-U.S. laws. Buyer and its personnel, representatives or subcontractors will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and the OECD Convention for Combating Bribery of Foreign Public Officials in International Business Transactions, as well as the laws of the countries in which (i) Buyer and Heath conduct business, and (ii) the Goods are used by Buyer. Buyer agrees that it will not, in connection with transactions contemplated in this Agreement, or in connection with any other business transactions involving Heath, transfer, provide, pay or grant anything of value, directly or indirectly, to any Public Official, employee of a government-controlled company, political party or any other third party in order to obtain any improper benefit or advantage

15. **Claims Barred.** Except as otherwise set forth in this Order, any claim Buyer has against Heath with respect to this Order or the Products must be brought against Heath within ninety (90) days of discovery of such claim or the claim will be barred and Heath shall have no liability against Buyer with respect to such claim.

16. **Entire Agreement:** This Order constitutes the entire agreement between the parties relating to the sale of the Products and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No prior representations or statements relating to the sale of the Products made by any Heath representatives, which are not stated herein, shall be binding on Heath. No addition to or modification of any provision of this Order shall be binding upon Heath unless made in writing and signed by a duly authorized Heath representative. No course of dealing or trade usage or course of performance shall be relevant to explain or supplement any term in this Order. These terms and conditions shall prevail notwithstanding any different, conflicting, or additional terms and conditions that may appear on any purchase order or other writing not expressly incorporated herein, including but not limited to data sheets, application notes and purchase order acknowledgements. The section headings contained in this Order are for reference purposes only and shall not affect in any way the meaning or interpretation of this Order.