TankScan® Monitoring Terms & Conditions

(Updated 9.25.26)

These Terms and Conditions ("Terms") apply to the purchase of TankScan® Monitoring Equipment and Services (collectively "Services") provided by AquaPhoenix Scientific LLC and its subsidiaries and affiliates ("APS") to any Customer ("Customer"). These Terms are incorporated into and are material terms of any agreement, addendum, work order, purchase order, change order, proposal, invoice, or other document to which the Terms are attached or referenced and apply to any product or service provided by APS, whether provided for a specified period, on a buy-as-needed basis, or otherwise. These Terms supersede all previous correspondence, proposals, offers, usages, courses of dealing, conventions, implied contracts, and commitments. The contract between APS and Customer, including these Terms, shall be referred to collectively as the "Agreement."

ARTICLE I — DEFINITIONS

Capitalized terms have the meanings given below or where first defined in this Agreement. The "Effective Date" is the date on which Customer places an order for, or accepts, any Services.

1.1 **"Above-Ground Tank"** means a Monitored Tank situated at or above grade, monitored through the Above-Ground Platform.

1.2 **"Above-Ground Platform"** means the third-party hosted software application identified in the applicable Purchase Order that displays data from Above-Ground Tanks.

1.3 **"Below-Ground Tank"** means a Monitored Tank situated below grade, monitored through the Below-Ground Platform.

1.4 **"Below-Ground Platform"** means the third-party hosted software application identified in the applicable Purchase Order that displays data from Below-Ground Tanks.

1.5 **"Authorized Data Recipient"** means a third party designated by Customer in a written notice delivered to APS as entitled to receive Monitoring Data.

1.6 **"Connectivity Services"** means the cellular or Ethernet data transmission service provided for each Device under Article VI.

1.7 **"Device"** means an individual sensor, gateway, radio, or telemetry unit forming part of the Equipment and provisioned with a unique identifier.

1.8 **"Equipment"** means the tank monitoring hardware listed in the applicable Purchase Order, including Devices, sensors, mounting hardware, and accessories.

1.9 **"Losses"** means losses, damages, liabilities, and costs, including reasonable attorneys' fees.

1.10 **"Monitored Tank"** means a tank, vessel, or container listed in the applicable Purchase Order on which Equipment is installed.

1.11 **"Monitoring Data"** means the tank level, volume, temperature, alarm, diagnostic, and location data generated by the Equipment and transmitted to the Monitoring Platform.

1.12 **"Monitoring Platform"** means, collectively, the Above-Ground Platform and the Below-Ground Platform, currently provided through AquaPhoenix's Asset Intelligence Platform (AIP) or successor platform.

1.13 **"Access Services"** means provisioning of Devices, arrangement of Connectivity Services, provision of access to the Monitoring Platform, and the support described in Article II.

1.14 **"Subscription Fee"** means the recurring per-Device fee stated in the applicable Purchase Order.

1.15 **"Subscription Term"** means the initial term and any renewal term determined under Article VIII.

1.16 **"Third-Party Supplier"** means any manufacturer of Equipment, operator of the Monitoring Platform, cellular carrier, or other third party whose products or services APS resells or incorporates in performing under this Agreement.

ARTICLE II — PURPOSE & SCOPE

2.1 Purpose. APS provides the TankScan® remote tank level monitoring system to assist Customer with inventory management and operational efficiency through the Asset Intelligence Platform (AIP), a cloud-based dashboard that delivers real-time data on fluid levels across multiple tanks and sites.

2.2 Role. APS is an authorized reseller and service coordinator that provides and configures Equipment, arranges cellular or Ethernet connectivity, and provides Customer with access to the Monitoring Platform.

2.3 Services. During the Subscription Term and subject to Customer's payment of applicable fees, APS will: (i) sell and ship the Equipment listed in the applicable Purchase Order to Customer's designated shipping address; (ii) configure and provision each Device; (iii) arrange Connectivity Services for each Device; (iv) provide Customer with access credentials to the applicable Monitoring Platform; and (v) provide the support described in Section 2.5. APS provides these Services to the exclusion of all others.

2.4 Exclusions. Except as expressly stated in the applicable Purchase Order, APS is not responsible for: installation, mounting, or removal of Equipment; civil, electrical, mechanical, or piping work; tank calibration or strapping charts; site preparation or permits; provision or maintenance of Customer's network, power, or facilities; development or hosting of the Monitoring Platform; or interpretation of Monitoring Data. APS is not responsible for any inventory, ordering, dispatch, delivery, or replenishment decision made by Customer or any third party. For Equipment manufactured or assembled by Third-Party Suppliers, Customer's sole recourse for any claim relating to manufacture or assembly is against the applicable Third-Party Supplier. APS does not host the Monitoring Platform, and does not monitor, review, analyze, interpret or act on Monitoring Data. APS does not provide water treatment services, chemical dosing, environmental consulting, regulatory compliance advice, or treatment recommendations of any kind. APS's role under this Agreement is limited to making Monitoring Data available to Customer through the Monitoring Platform. APS's role under this Agreement is that of a facilitator of information and an authorized reseller of third-party equipment. All decisions regarding the use of that data are Customer's sole responsibility.

2.5 Support. APS will provide its standard remote technical support for Device provisioning, connectivity, and Monitoring Platform access Monday through Friday from 8:00 a.m. to 6:00 p.m. Eastern time, except on days on which commercial banks located in New York, New York are authorized or required by Law to close. On-site support, if requested and available, is billable at APS's then-current rates plus travel and expenses, unless expressly included in the applicable Purchase Order.

2.6 Substitutions. Third-Party Suppliers may discontinue, replace, or modify Equipment models, firmware, platform features, or network technologies. APS may substitute Equipment or platform functionality of substantially equivalent capability on reasonable prior written notice to Customer describing the substitution. APS is not liable for a Third-Party Supplier's discontinuation of a product or service. Article VIII governs the consequences.

2.7 Managed Services. APS may, as part of the Access Services: (i) push firmware and security updates originated by the applicable Third-Party Supplier to Devices, when and as made available by that supplier; (ii) provide remote and telephone support for Device troubleshooting during the support hours stated in Section 2.5; and (iii) monitor Device connectivity status through the Monitoring Platform. APS may require Customer to maintain a minimum firmware version on each Device and may suspend Connectivity Services or Monitoring Platform access for any Device operating below the required minimum version or running expired software. APS is not liable for any issue arising from Customer's failure to install or permit a firmware or security update, or from Customer's use of a Device with outdated firmware or expired software.

2.8 Non-Exclusivity. Nothing in this Agreement restricts or prohibits APS from performing the same or similar monitoring services, or selling the same or similar equipment, for any third party.

ARTICLE III — EQUIPMENT

3.1 Sale. Equipment is sold to Customer, not leased or licensed. Title to each unit of Equipment passes to Customer upon shipment. Customer is thereafter responsible for the care, security, maintenance, and lawful disposal of the Equipment.

3.2 Delivery and Risk. All Equipment is shipped F.O.B. APS's shipping point unless the applicable Purchase Order states otherwise. Risk of loss passes to Customer when Equipment is tendered to the first carrier at APS's shipping location. Orders may ship from more than one APS location. Customer is responsible for freight and handling fees associated with the Equipment. APS will include all freight and handling fees on Customer's invoice unless Customer provides a valid carrier account number with its order. Customer shall pay all processing and handling fees applicable to all shipments, including collect shipments.

3.3 Shipping Estimates. Quoted shipping and handling amounts are estimates and may be adjusted before shipment to reflect actual carrier rates, fuel surcharges, and accessorial charges, which will be reflected on the final invoice. Special requirements — including liftgate, residential, inside, or white-glove delivery — must be identified by Customer at the time of order.

3.4 Acceptance. Customer will inspect Equipment on receipt and notify APS in writing of any shortage, visible damage, or non-conformity within fifteen (15) days of delivery. Absent such notice, Equipment is deemed accepted as-is.

3.5 Returns. Returns require a Return Material Authorization ("RMA") issued by APS. Claims must be made within thirty (30) days of delivery and authorized returns must be received by APS within thirty (30) days of RMA issuance. Customer is responsible for the cost of shipping associated with returns unless the return results from APS error. Restocking fees may apply. Configured, provisioned, activated, or custom Devices are not eligible for return once provisioned, except under the warranty in Section 10.1.

3.6 Replacement Equipment. Replacement Devices supplied outside the warranty are billable at APS's then-current prices. Provisioning of a replacement Device does not extend or restart the Subscription Term for the Device it replaces. Per-Device Subscription Fees continue to accrue on the replacement.

ARTICLE IV — CUSTOMER RESPONSIBILITIES

4.1 Installation. Unless the applicable Purchase Order expressly provides otherwise, Customer is solely responsible for installing, mounting, commissioning, relocating, and removing all Equipment, at Customer's cost and using personnel qualified for the environment in which the Equipment is installed.

4.2 Suitability. Customer is solely responsible for determining that each Monitored Tank and installation location is suitable for the Equipment, including compatibility with tank contents, pressure, temperature, vapor space, materials of construction, hazardous-area classification, and any applicable electrical or intrinsic-safety requirement. Customer will not install Equipment in any manner of application for which the manufacturer has not rated it.

4.3 Tank Data. Customer shall supply accurate tank dimensions, capacities, strapping or calibration data, product identities, and alarm thresholds to APS. Monitoring Data accuracy depends entirely on the accuracy of that information. APS has no liability for Monitoring Data derived from inaccurate or outdated Customer-supplied inputs.

4.4 Customer Responsibilities. Customer shall: (i) maintain adequate cellular signal conditions and unobstructed antenna placement, or suitable Ethernet network connectivity and configuration, as applicable, at each installation point; (ii) maintain power to Devices requiring it and replace batteries as recommended; (iii) protect Equipment from tampering, vandalism, and process upset; (iv) secure and manage its Monitoring

Platform user accounts and credentials; (v) promptly notify APS of any Device that appears to have stopped reporting; and (vi) comply with all Laws applicable to its facilities, contents, and operations.

4.5 Access. Where APS personnel attend a site at Customer's request, Customer will provide safe access, applicable site-safety orientation, and disclosure of known hazards. APS personnel remain subject to APS's own safety program, and APS is not obligated to accept any Customer site rule that conflicts with it or that purports to impose contractual liability beyond this Agreement.

4.6 Credentials. Customer is solely responsible for: (i) creating, managing, disabling, and deleting user accounts on the Monitoring Platform; (ii) safeguarding all login credentials, passwords, API keys, and access tokens; (iii) ensuring that each user account is assigned to a single named individual and that credentials are not shared; and (iv) promptly revoking access for any user who no longer requires it, including terminated employees and expired contractor accounts. Customer will notify APS promptly if Customer becomes aware of any unauthorized access to, or use of, the Monitoring Platform. APS is not liable for any unauthorized access, data loss, or other harm resulting from Customer's failure to manage credentials or user accounts in accordance with this Section.

ARTICLE V — INFORMATIONAL ONLY

This Section is a material inducement to APS's entry into this Agreement and limits the scope of what APS supplies to Customer. This Section shall survive termination of this Agreement.

5.1 Informational Only. Customer acknowledges that the Equipment, the Monitoring Platform, and the Monitoring Data are provided for informational and logistical convenience only. Customer acknowledges the Equipment, the Monitoring Platform, and the Monitoring Data are not, and must not be used or relied upon as, a safety instrumented system, a compliance tool, a potability measurement tool, an overfill or overflow prevention system, a leak detection system, a spill prevention or containment control, a level or process control system, an alarm system, an emergency shutdown system, a custody-transfer or billing measurement device, a system of record for any regulatory reporting obligation, a bacteriological measurement or testing system, a waterborne pathogen detection system (including for Legionella pneumophila, Escherichia coli, or any other microorganism), a flow measurement or flow alarm or verification system (including for the detection of dead legs, obstructions, stagnation, or inadequate circulation), a water quality or potability assurance system, a drinking water compliance monitoring system, or a tool for making or informing remedial decisions, corrective actions, or treatment adjustments.

5.2 Independent Controls. Customer shall maintain independent, appropriately rated, and separately certified instrumentation, alarms, mechanical overfill protection, containment, inspection routines, and operating procedures sufficient to protect personnel, property, the environment, and regulatory compliance without reference to the Equipment or the Monitoring Data. Customer shall not substitute, remove, disable, downgrade, defer maintenance on, or reduce the frequency of any such control, inspection, or procedure in reliance on the Equipment or the Monitoring Data.

5.3 Transmission. Monitoring Data may be delayed, incomplete, inaccurate, out of sequence, or absent for reasons including, but not limited to, cellular coverage, network congestion or outage, carrier action, power or battery failure, sensor drift or fouling, tank conditions, weather, platform downtime, and Customer configuration. The absence of an alarm or alert does not indicate that conditions at any Monitored Tank are within acceptable parameters or that no condition requiring attention exists.

5.4 Risk Allocation. APS exercises no judgment or discretion and has no decision-making authority with respect to Monitoring Data or conditions at Customer's site. Customer, or the owner or operator of the premises where the Equipment is installed, retains sole and ultimate decision-making authority over all operational, treatment, compliance, safety, and remedial matters at the site. To the fullest extent permitted by applicable Law, Customer assumes all risk arising from any use of, or reliance on, the Equipment, the Monitoring Platform, or the Monitoring Data, including any decision or action taken, or not taken, on the basis of Monitoring Data. Customer hereby waives, releases, and discharges all claims against APS, its affiliates, officers, directors,

employees, and agents arising from or relating to the accuracy, completeness, timeliness, sequencing, availability, or interpretation of Monitoring Data, or from any decision or action taken or not taken in reliance on Monitoring Data. APS shall have no liability of any kind whether in contract, tort (including negligence and strict liability), indemnity, warranty, or otherwise for tank overfill or overflow, spill, release, discharge, environmental contamination, chemical exposure, product loss, contamination or off-specification product, process upset, inventory error or shortage, delivery failure, regulatory penalty, third-party claim, or resulting bodily injury or property damage, in each case however caused and whether or not foreseeable, arising out of or relating to the presence, absence, accuracy, timeliness, completeness, or interpretation of Monitoring Data or any decision or action taken or not taken in reliance on Monitoring Data.

5.5 Downstream Notice. Customer shall communicate the substance of Article V to each of its personnel and contractors who use the Monitoring Platform or act on Monitoring Data, and to each Authorized Data Recipient.

5.6 Water Treatment Disclaimer. Customer acknowledges that the Equipment monitors tank levels, volumes, and related logistical data only, and does not test, measure, analyze, or report on water chemistry, water quality, microbiological conditions (including Legionella or other waterborne pathogens), or the efficacy of any water treatment program. APS is not a water treater, water treatment consultant, industrial hygienist, or environmental engineer, and does not provide treatment recommendations, remedial guidance, or regulatory compliance advice. APS is not privy to site-specific conditions, microbiological history, water chemistry, system design, or operational circumstances at Customer's facilities. Monitoring Data is a snapshot dependent on Equipment performance and Customer-supplied inputs and does not reflect conditions at any location or time other than the moment the data was captured. Customer is solely responsible for all decisions, actions, regulatory compliance, corrective actions, and treatment decisions at its facilities, including all testing, sampling, chemical feed, disinfection, flushing, monitoring, and regulatory reporting.

5.7 Access Only. APS's sole obligation with respect to Monitoring Data is to transmit it from the Equipment to the Monitoring Platform and to make it available to Customer through the Monitoring Platform during the Subscription Term. APS has no obligation or responsibility to: (i) actively monitor, review, interpret, analyze, or evaluate Monitoring Data, whether in real time or otherwise; (ii) identify, flag, escalate, or report any condition, trend, anomaly, alarm, threshold exceedance, or reading reflected in or suggested by Monitoring Data, including any condition relating to low levels, high levels, temperature excursions, flow obstructions, lack of flow, dead legs, stagnation, clogs, leaks, chemical depletion, or equipment malfunction; (iii) notify Customer or any third party of any condition observed in or inferred from Monitoring Data; or (iv) take, recommend, or refrain from any action in response to Monitoring Data. The Equipment and Access Services are provided solely to make raw Monitoring Data available; APS exercises no judgment, discretion, or decision-making authority with respect to Monitoring Data or conditions at Customer's site and does not owe Customer or any third party a duty of care, a duty to warn, a duty to report, or any other affirmative duty based on APS's access to, transmission of, or ability to view Monitoring Data. No course of dealing, trade usage, or prior conduct by APS — including any informal notification, courtesy alert, or technical observation made by APS's personnel — creates, expands, or modifies the limited scope of APS's obligations under this Agreement or gives rise to any duty not expressly stated in this Agreement.

5.8 Site-Specific Conditions. Building water systems and tank environments are dynamic and subject to site-specific variables, including water chemistry, temperature, flow conditions, tank contents, equipment age, maintenance history, and environmental factors, that are beyond APS's knowledge and control. APS does not have access to, control over, or authority at Customer's job sites, facilities, tanks, or systems. APS does not inspect, assess, visit, or evaluate Customer's sites, tanks, systems, or facilities, and has no obligation to investigate, identify, or diagnose conditions at Customer's facilities. APS is not privy to site-specific conditions, nuances, or operating circumstances at Customer's locations. Customer has superior access to and knowledge of its own sites, systems, operations, and history, and Customer is solely responsible for all site-specific determinations.

5.9 Professional Judgment. Customer acknowledges and agrees that all Monitoring Data provided under this Agreement is dependent on the accuracy of Customer-supplied inputs (including tank data, calibration data, and alarm thresholds) and on third-party Equipment performance. APS will use generally accepted practices of the industry in provisioning Devices and arranging Access Services. APS is not responsible for the accuracy, completeness, or integrity of Monitoring Data to the extent any inaccuracy, incompleteness, or integrity issue arises from or relates to (i) Customer's installation, mounting, configuration, calibration, provisioning, relocation, or removal of Equipment, (ii) Customer-supplied inputs, including tank data, calibration data, product identities, and alarm thresholds, (iii) Customer's failure to replace batteries or perform recommended maintenance, (iv) third-party network, carrier, or platform conditions, or (v) any other cause not attributable to APS's own design, development, or provisioning of Equipment or Access Services. To the extent any inaccuracy in Monitoring Data is attributable to APS, APS's liability shall be limited to the remedies set forth in Section 10.1. Monitoring Data is not a substitute for Customer's fully informed analysis, professional judgment, or independent verification. Customer is solely responsible for all decisions and actions taken in reliance on, or in response to, Monitoring Data, including any inventory, dispatch, treatment, compliance, or safety decision.

5.10 Waterborne Pathogens. The safe level for *Legionella* bacteria is currently unknown, and the scientific consensus is that complete prevention of *Legionella* bacteria is neither realistic nor practical. To the fullest extent permitted by applicable Law, APS disclaims all liability relating to waterborne pathogens, including *Legionella*, Pseudomonas, E. coli, lead, and any related health risks. Customer releases, waives, and discharges all claims against APS, its affiliates, officers, directors, employees, and agents arising from or relating to waterborne pathogens in connection with the Access Services, including claims relating to any presence or absence of, exposure to, or illness or injury associated with any such pathogen or related health risk. Without limiting the foregoing, APS shall have no liability of any kind for any claim, loss, injury, contamination, regulatory action, or damage arising from or related to: (i) the presence or absence of any waterborne pathogen or contaminant in any water system, cooling tower, tank, or process served by or associated with the Equipment; (ii) Customer's or any third party's reliance on Monitoring Data, or the absence of Monitoring Data, in making water treatment, chemical dosing, disinfection, flushing, remediation, or compliance decisions; (iii) any failure, interruption, delay, or inaccuracy in Monitoring Data that Customer alleges contributed to a water treatment failure, chemical depletion, or regulatory non-compliance; or (iv) any assertion that APS had a duty to warn, advise, notify, or take action with respect to conditions at Customer's facility based on Monitoring Data or the absence thereof.

ARTICLE VI — CONNECTIVITY AND PLATFORM

6.1 Connectivity. APS will arrange cellular or Ethernet data connectivity for each provisioned Device through one or more cellular carriers selected by APS or through Customer's Ethernet network infrastructure, as applicable. Connectivity is provided on a per-Device basis for the sole purpose of transmitting Monitoring Data and includes the data allowance stated in the applicable Purchase Order. Cellular connectivity is subject to the applicable carrier's terms, acceptable use rules, coverage, and network management practices. Ethernet connectivity is subject to Customer's network infrastructure, configuration, availability, and security controls.

6.2 No Coverage Guarantee. APS does not own or operate any cellular network and makes no representation as to cellular coverage, signal strength, latency, throughput, or availability at any location. Cellular connectivity depends on the applicable carrier's coverage and network conditions. Ethernet connectivity depends on Customer's network infrastructure, configuration, availability, and security controls, and APS makes no representation as to its performance or availability. Carriers may modify, degrade, deprioritize, suspend, or discontinue service and may sunset network technologies. Where a network technology sunset renders a Device unusable, Section 8.6 applies.

6.3 SIMs and Identifiers. SIMs, eSIM profiles, and network identifiers provisioned by APS remain the property of APS or the applicable carrier, are licensed to Customer solely for use in the Device in which they are installed, and may not be transferred, cloned, resold, or used in any other device or for any other purpose.

Customer is responsible for all data usage on its Devices, including usage resulting from misconfiguration, tampering, or unauthorized access, and for overage charges at the rates in the applicable Purchase Order.

6.4 Platform Access. APS grants Customer a non-exclusive, non-transferable, non-sublicensable right, during the Subscription Term, to access the applicable Monitoring Platform solely to view Monitoring Data from its own Monitored Tanks. That right is a sublicense of rights APS holds from the platform operator, is subject to the platform operator's applicable end-user terms, and terminates automatically on expiry or termination of the Subscription Term or of APS's own rights in the platform.

6.5 Platform Restrictions. Customer will not: (i) copy, modify, reverse engineer, decompile, or create derivative works of the Monitoring Platform; (ii) scrape, bulk-extract, or systematically download Monitoring Data other than through functionality provided for that purpose; (iii) resell, sublicense, or provide access to the Monitoring Platform to any third party other than an Authorized Data Recipient; (iv) use the Monitoring Platform to build a competing product or service; or (v) circumvent any access control, rate limit, or usage restriction.

6.6 Integrations. APS may make available application programming interfaces ("APIs") or data export functionality to allow Customer to integrate Monitoring Data with Customer's existing systems and workflows. Any such integration is at Customer's sole risk and responsibility. APS is not responsible for the operation, security, or compatibility of Customer's systems. Customer's use of any API is subject to APS's then-current API terms and usage limits.

6.7 Intellectual Property. As between Customer and APS, APS and its licensors retain all right, title, and interest, including all intellectual property rights, in and to the Equipment designs, firmware, Monitoring Platform, configuration methods, documentation, APS trademarks, and any intellectual property provided to Customer in connection with the Access Services (collectively, "APS IP"). For the avoidance of doubt, APS IP includes, but is not limited to, aggregated statistics, anonymized data, and any information, data, or other content derived from APS's monitoring of Customer's access to or use of the Access Services but does not include Monitoring Data. APS reserves all rights not expressly granted. Except for the limited rights expressly granted in Section 6.4, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property right or other right, title, or interest in or to the Access Services or APS IP. APS has the right to use, act upon, and freely exploit any suggestion, idea, enhancement request, feedback, recommendation, or other information provided by Customer, any of its users, or any third party acting on Customer's behalf, without remuneration, fee, royalty, or expense of any kind, and APS owns all right, title, and interest in any such suggestion, idea, enhancement request, feedback, recommendation, or other information.

6.8 Suspension. APS may, directly or indirectly, suspend, terminate, or otherwise deny Customer's, any user's, or any other person's access to or use of all or any part of the Monitoring Platform or Connectivity Services, without incurring any resulting obligation or liability, if: (i) APS receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires APS to do so; or (ii) APS believes, in its sole discretion, that: (1) Customer or any user has failed to comply with any term of this Agreement, or has accessed or used the Access Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement, (2) Customer or any user is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activity relating to the Access Services, or (3) this Agreement expires or is terminated. Suspension under this Section does not suspend the accrual of Subscription Fees and does not limit any other right or remedy of APS.

ARTICLE VII — DATA

7.1 Data Ownership. As between the Parties, Customer owns the Monitoring Data generated from its Monitored Tanks. Customer grants APS and the platform operator a non-exclusive, worldwide, royalty-free license to host, process, transmit, store, back up, and display Monitoring Data as necessary to provide the Access Services and to support and improve the Equipment and platform. Customer has and will retain sole responsibility for all Monitoring Data content derived from Customer-supplied inputs, including the accuracy of tank data, calibration data, product identities, and alarm thresholds supplied under Section 4.3. APS shall have

no responsibility or liability for any failure to perform its obligations under this Agreement to the extent such failure results from or is related to the inaccuracy or incompleteness of Customer-supplied data.

7.2 Anonymized Data. Notwithstanding anything to the contrary, during and after the Subscription Term APS may monitor Customer's use of the Access Services and collect and compile data and information related to that use, to be used by APS in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Access Services ("Aggregated Statistics"). APS also has the right to anonymize Monitoring Data processed through or stored within the Access Services ("Anonymized Data"). As between the Parties, all right, title, and interest in Aggregated Statistics and Anonymized Data, and all intellectual property rights therein, belong to and are retained solely by APS, and APS may use them for any lawful business purpose, including benchmarking and reporting, developing and improving its products and services, and research and development, including, without limitation, developing and training predictive models, machine-learning algorithms, and artificial-intelligence-based analytics tools. Customer grants all consents and permissions necessary for APS to exercise these rights, and no further consent, approval, or authorization is required. Anonymization under this Section must remove the identity of Customer, the identity and location of each site and Monitored Tank, and the identity of the product stored in each Monitored Tank, and APS will not publish or disclose Aggregated Statistics or Anonymized Data in any form from which any of those can reasonably be re-identified.

7.3 Data Recipients. Customer may designate Authorized Data Recipients (including chemical suppliers, service providers, and water treaters) by written notice signed by an authorized Customer representative and delivered to APS identifying the recipient(s). Customer's designation constitutes Customer's written authorization and consent to disclose the specified Monitoring Data to that recipient and operates as an exception to any confidentiality restriction otherwise applicable to the specified Monitoring Data under Article XIII or under any other agreement between the Parties. Customer is responsible for obtaining any internal approval, site consent, or third-party consent required for that disclosure, and for notifying APS promptly in writing when a designation is withdrawn.

7.4 No Policing Obligation. APS is not responsible for the acts or omissions of any Authorized Data Recipient, for the use a recipient makes of Monitoring Data, or for any decision a recipient takes or fails to take in reliance on it. APS will discontinue access on written notice from Customer within a commercially reasonable period.

7.5 Data Retention. During the Subscription Term, APS will maintain Monitoring Data in the Monitoring Platform in a live, accessible state for a rolling period of twelve (12) months from the date of each transmission (the "Live Retention Period"). Monitoring Data older than twelve (12) months may, at APS's discretion, be archived or purged. On Customer's written request and payment of APS's then-current archival storage fees as set forth in the applicable Purchase Order, APS will use commercially reasonable efforts to retain archived Monitoring Data beyond the Live Retention Period in an archived, retrievable format that is not immediately accessible but can be retrieved within a commercially reasonable timeframe (typically ten to fifteen business days) for up to an additional twenty-four (24) months (for a maximum total retention of thirty-six (36) months from the date of transmission). APS will give Customer at least thirty (30) days' written notice before permanently purging Monitoring Data that has reached the end of its applicable retention period, and Customer may request a copy of such data in a structured, commonly used, and machine-readable format during that notice period, subject to payment of any applicable service fees. APS is not liable for the deletion, loss, or corruption of any Monitoring Data after expiration of the applicable retention period.

7.6 Post-Termination Retention. On expiration or termination of this Agreement for any reason, Monitoring Data will remain available within the Monitoring Platform for thirty (30) calendar days following the effective date of expiration or termination (the "Post-Termination Retention Period"). During the Post-Termination Retention Period, Customer will continue to have limited access to the Monitoring Platform solely to retrieve its Monitoring Data. Following expiration of the Post-Termination Retention Period, APS has no obligation to maintain or provide any Monitoring Data and will, in accordance with its and the platform operator's standard retention and deletion practices, securely delete or anonymize all remaining copies of Monitoring Data in APS's possession

or control under Section 7.2, except to the extent retention is required by Law. APS's deletion obligation is limited to deletion using functionality available to APS in the ordinary course. APS is not obligated to perform, or to procure from any Third-Party Supplier, cryptographic erasure of any device or storage medium, destruction of encryption keys, media destruction, or certification of destruction by officer attestation. Data retained in routine backups, archives, and disaster-recovery media may be retained until it expires in the ordinary cycle.

7.7 Data Extraction. During the Post-Termination Retention Period, APS will use commercially reasonable efforts to assist Customer in retrieving its Monitoring Data in a structured, commonly used, and machine-readable format, subject to (i) Customer's payment of any applicable service or professional fees, and (ii) Customer's account being in good standing with no outstanding undisputed fees unpaid.

7.8 Personal Information. The Access Services are not designed to process personal information, and Customer will not introduce personal information into the Monitoring Platform except user account contact details necessary for access administration. Neither Party acts as a processor or service provider for the other with respect to any regulated personal data category. If personal information is nonetheless introduced into the Monitoring Platform by Customer or any of Customer's users, Customer is solely responsible for such introduction and APS disclaims all liability arising from or related to it. Customer will not upload, transmit, or introduce into the Monitoring Platform any content that is malicious, infringing, defamatory, obscene, or otherwise unlawful, and APS disclaims all liability for any such content introduced by Customer or any of Customer's users.

ARTICLE VIII — FEES AND TERM

8.1 Fees. Customer will pay APS the Equipment prices, activation fees, Subscription Fees, and other charges stated in the applicable Purchase Order, without offset or deduction. Subscription Fees accrue per Device from the date the Device is provisioned, whether or not the Device is installed, commissioned, powered, reporting, or in use, and continue until the Device is deactivated in accordance with Section 8.5.

8.2 Payment. Equipment is invoiced on shipment. Subscription Fees are invoiced monthly in advance. Payment is due net thirty (30) days from invoice date for approved accounts. Projects exceeding $50,000 may require fifty percent (50%) at order and the balance net thirty (30) days. Amounts not paid when due bear interest at the lesser of 1.5% per month or the maximum rate permitted by Law, and Customer will reimburse APS's reasonable costs of collection.

8.3 Pricing and Taxes. APS may adjust Equipment prices and Subscription Fees effective on any renewal term on sixty (60) days' written notice. Prices for products and services of Third-Party Suppliers may change at the supplier's discretion, and APS may pass through such changes on notice. All amounts are exclusive of sales, use, excise, and similar taxes, which are Customer's responsibility unless Customer provides a valid exemption certificate. Regulatory and carrier surcharges may be passed through at cost.

8.4 Nonpayment Suspension. If Customer fails to pay any amount when due and the failure continues for ten (10) days or more after APS's written notice, APS may withhold shipment, suspend Connectivity Services, and suspend Monitoring Platform access, in whole or in part, until all amounts are paid in full. Suspension does not relieve Customer of accruing Subscription Fees and is not a breach by APS.

8.5 Term and Renewal. The initial Subscription Term for each Device begins when the Device is provisioned and continues for twelve (12) months (the "Initial Subscription Term"), unless terminated earlier as provided in this Section 8. During the Initial Subscription Term or any Renewal Term, the number of Devices may be increased; any decrease in Device count will not take effect until the expiration of the then-current Initial Subscription Term or Renewal Term. Upon expiration of the Initial Subscription Term, this Agreement will automatically renew for successive twelve (12) month periods with the number of Devices identified in the applicable Purchase Order unless either Party gives written notice of non-renewal at least thirty (30) days before the end of the then-current term (each, a "Renewal Term" and together with the Initial Subscription Term, the "Subscription Term"), or unless sooner terminated as provided in this Section 8. Deactivation of a Device before

the end of its then-current Subscription Term does not reduce the Subscription Fees payable for the remainder of that term.

8.6 Termination. In addition to any other express termination right set forth in this Agreement: (i) APS may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due and such failure continues for ten (10) days after APS's delivery of written notice; (ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of the breach; or (iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party becomes insolvent, is generally unable to pay its debts as they become due, makes or seeks to make a general assignment for the benefit of its creditors, or has a receiver appointed over any material portion of its property or business. APS may additionally terminate the affected Devices, or this Agreement, on thirty (30) days' notice if a Third-Party Supplier discontinues the Equipment or the Monitoring Platform, if APS's rights to resell or sublicense them end, or if a network technology sunset renders the Devices unusable; in that case APS will refund any prepaid Subscription Fees for the terminated period, which is Customer's sole remedy.

8.7 Early Termination. Customer may terminate for convenience on sixty (60) days' written notice, provided Customer pays all amounts accrued through the effective date of termination plus the Subscription Fees that would have become payable through the end of the then-current Subscription Term for each affected Device. Customer acknowledges this amount is a reasonable measure of APS's committed carrier, platform, and provisioning costs and is not a penalty.

8.8 Effect of Termination. On expiration or earlier termination: (i) Connectivity Services and Monitoring Platform access cease, subject to the Retention Period; (ii) all rights granted under Section 6.4 terminate; (iii) Customer and its users shall immediately discontinue use of the Access Services and APS IP; (iv) Customer shall return or destroy all copies of APS IP and APS Confidential Information and, on request, certify in writing that it has done so; (v) Customer shall cease use of and return all SIMs and other APS-owned property; and (vi) Customer's obligation to pay Fees that became due before expiration or termination is not affected, and Customer is not entitled to any refund except as expressly provided in Section 8.6. Sections 15.4, 15.5, 6.5, 6.7, 7.1 through 7.8, 8.8, and 8.9, and Articles V, X, XI, XII, XIII, XIV, and XV survive termination of this Agreement.

8.9 Audit. APS or its designee, including its accountants and auditors, may on five (5) days' notice inspect and audit Customer's use of the Access Services for compliance with this Agreement at any time during the Subscription Term and for one (1) year after its expiration or termination. APS will examine only information related to Customer's use of the Access Services and to verify Customer's compliance. This Section confers no right on Customer to audit APS which is governed by Section 13.3.

8.10 Additional Purchases. These Terms apply to all Equipment and Services provided by APS to Customer, whether purchased under the initial order or any subsequent order, addendum, or purchase. Customer may purchase additional Equipment or Services by placing a new order. Each such order is governed by these Terms without the need for a new agreement or amendment, except that deal-specific terms (including pricing, quantities, sites, and Subscription Term) shall be set forth in the applicable purchase order.

ARTICLE IX — SERVICE LEVELS

9.1 Performance Standard. APS will perform the Access Services in a workmanlike manner consistent with generally accepted practice for authorized resellers of comparable equipment and services. This is APS's sole performance standard. No other standard applies, whether stated in a Customer document or implied.

9.2 No Uptime Guarantee. Unless the applicable Purchase Order expressly states an availability target and a corresponding service credit, APS makes no uptime, availability, latency, response-time, reporting-frequency, data-completeness, or accuracy commitment, and no service credit, liquidated damages, price reduction, or other remedy accrues for any interruption, degradation, delay, or loss of Monitoring Data. Where the applicable

Purchase Order does state an availability target, the stated service credit is Customer's sole and exclusive remedy for failure to meet it.

9.3 Third-Party Dependencies. The Access Services depend on equipment, software, hosting, and networks owned and operated by Third-Party Suppliers. APS is not responsible or liable for any act, omission, defect, outage, degradation, security incident, price change, discontinuation, change of terms, insolvency, or breach of a Third-Party Supplier, or for any interruption arising from the availability or failure of any third-party network or platform.

9.4 No Flow-Down. APS's obligations under this Agreement are limited to those APS itself performs. APS does not undertake to impose on, or procure from, any Third-Party Supplier any obligation, warranty, security control, audit right, insurance coverage, additional-insured status, indemnity, certification, notice period, data-handling commitment, or subcontractor flow-down for the benefit of Customer, and APS is not in breach of this Agreement by reason of any Third-Party Supplier's unwillingness to provide one. Where Customer requires a commitment from a Third-Party Supplier, Customer must obtain it directly from that supplier.

9.5 No Improvement Obligations. APS is not obligated to prepare, fund, or implement any corrective action plan, performance improvement plan, root-cause analysis, remediation program, or scorecard process at APS's cost. APS will cooperate reasonably in Customer's review of service performance. Any work beyond that cooperation is separately billable.

ARTICLE X — WARRANTIES

10.1 Warranty. APS warrants that Equipment sold under this Agreement will, at the time of delivery, conform to the applicable Third-Party Supplier's published specifications. If Equipment does not so conform and Customer notifies APS in writing within twelve (12) months of the date of delivery, APS will, at APS's sole election, repair, replace, or refund the purchase price of the non-conforming Equipment. This is APS's sole obligation, and Customer's sole and exclusive remedy, for any non-conformity in Equipment. To the extent the applicable Third-Party Supplier's warranty is transferable, APS will pass through and assign to Customer that warranty. APS gives no warranty of its own beyond the limited conformity warranty in this Section 10.1. For Equipment designed or manufactured by third parties, Customer's sole recourse for any claim arising from a design or manufacturing defect lies solely with the applicable Third-Party Supplier. For claims arising from a defect in APS's design or development of Equipment, Customer's sole remedy is repair, replacement, or refund under this Section 10.1. APS may, in its sole discretion and as a goodwill accommodation, elect to replace or repair Equipment that is outside the warranty period or not covered by this Section 10.1, but any such action does not create an obligation to do so in the future or extend the warranty period.

10.2 Warranty Exclusions. The warranty in Section 10.1 does not apply to any item that has been improperly installed, mounted, wired, powered, or configured; used outside its rated specifications or in an incompatible chemical, thermal, pressure, or hazardous-area environment; damaged by accident, tampering, vandalism, process upset, freezing, lightning, or adverse weather; modified without APS's written consent; or maintained other than as recommended. APS is not responsible for damage arising from adverse weather, including freezing, in transit; Customer must request temperature-controlled shipping where needed.

10.3 Disclaimer. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, THE EQUIPMENT, THE ACCESS SERVICES, THE MONITORING PLATFORM, THE MONITORING DATA, AND APS IP ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND APS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. APS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, APS MAKES NO WARRANTY OF ANY KIND THAT THE EQUIPMENT, APS IP, OR ANY ACCESS SERVICES OR RESULTS OF THE USE THEREOF WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE

COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT AND ACCESS SERVICES ARE PROVIDED SOLELY TO MAKE RAW MONITORING DATA AVAILABLE TO CUSTOMER AND THAT APS SHALL HAVE NO LIABILITY FOR ANY CLAIM ARISING FROM ANY USE OF SUCH MONITORING DATA OR ANY DECISIONS MADE IN RELIANCE THEREON.

10.4 Customer Warranty. Customer warrants that it has the right to install Equipment on each Monitored Tank, that it will use the Equipment and Monitoring Data only as permitted by this Agreement and applicable Law, and that the information it supplies under Section 4.3 is accurate.

10.5 Permitted Use. The Equipment is intended for industrial, commercial, and institutional use. It is not intended or warranted for use in food, drug, cosmetic, potable-water-treatment-of-record, medical, aviation, nuclear, or household applications, or in any application in which failure could result in death, personal injury, or severe environmental damage.

ARTICLE XI — INDEMNIFICATION

11.1 By APS. Subject to Article XII, APS will defend and indemnify Customer against third-party claims for bodily injury, death, or damage to tangible property to the extent caused by the negligence or willful misconduct of APS or its employees while physically present at a Customer site.

11.2 IP Indemnity. APS will indemnify, defend, and hold harmless Customer against Losses resulting from any third-party claim that software written and owned by APS infringes or misappropriates that third party's United States intellectual property rights, provided Customer promptly notifies APS in writing, cooperates with APS, and allows APS sole authority to control the defense and settlement. If such a claim is made or appears possible, Customer will permit APS, at APS's sole discretion, to (i) modify or replace the affected item to make it non-infringing, or (ii) obtain the right for Customer to continue using it. If APS determines neither alternative is reasonably available, APS may terminate this Agreement in whole or as to the affected item, effective immediately on written notice, and refund the price paid for that item and any unused prepaid Subscription Fees. This Section does not apply to the extent the alleged infringement arises from (A) use in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by APS, (B) modifications not made by APS, or (C) Monitoring Data or Customer-supplied specifications. APS gives no intellectual property indemnity with respect to Equipment or software supplied by a Third-Party Supplier, including the Monitoring Platform. Customer's recourse for such a claim is limited to the Third-Party Supplier's indemnity, if any, which APS will pass through to the extent permitted and assignable.

11.3 Sole Remedy. SECTIONS 11.2 AND 10.1 SET FORTH CUSTOMER'S SOLE REMEDIES AND APS'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIM THAT THE EQUIPMENT, THE ACCESS SERVICES, THE MONITORING PLATFORM, OR ANY APS IP INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.

11.4 By Customer. Customer will indemnify and hold harmless, and at APS's option defend, APS against Losses resulting from any third-party claim arising from or relating to: (i) Customer's installation, mounting, relocation, removal, maintenance, or disposal of Equipment; (ii) the contents of any Monitored Tank, and any release, discharge, spill, overfill, or exposure at any Customer site; (iii) Customer's use of, or failure to act on, Monitoring Data, including any use excluded by Section 5; (iv) Customer's designation of, or disclosure to, an Authorized Data Recipient; (v) any claim that Monitoring Data, or its use in accordance with this Agreement, infringes or misappropriates a third party's United States intellectual property rights or violates a third party's privacy or other rights; (vi) Customer's or any user's negligence, willful misconduct, or fraud; (vii) Customer's breach of Section 6.5, Article X, or any other provision of this Agreement; (viii) Customer's violation of Law; and (ix) any claim arising from or related to Customer's or any water treater's treatment decisions, remedial actions, or compliance obligations, whether or not informed by Monitoring Data.

11.5 Procedure. The indemnified Party will give prompt written notice of the claim and reasonably cooperate with the indemnifying Party. The indemnifying Party will have sole control of the defense and settlement of the claim at its own expense, including selection of counsel. No settlement that imposes a non-monetary obligation on the indemnified Party, or that does not include a full release of the indemnified Party, may be made without the indemnified Party's prior written consent, not to be unreasonably withheld.

11.6 Cap Applies. All indemnity obligations under this Article XI are subject to the limitations of liability in Section 12.

ARTICLE XII — LIMITATION OF LIABILITY

12.1 Indirect Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, WARRANTY, STATUTE, OR OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PRODUCT LOSS OR SHRINKAGE, DOWNTIME, REGULATORY FINE OR PENALTY, OR ENVIRONMENTAL REMEDIATION COST, IN EACH CASE REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

12.2 Aggregate Cap. EXCEPT AS STATED IN SECTION 12.3, APS's TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, WARRANTY, STATUTE, OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO APS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. **THIS CAP IS AN AGGREGATE CAP ACROSS ALL CLAIMS AND ALL CAUSES OF ACTION, APPLIES TO INDEMNITY OBLIGATIONS, AND IS NOT REINSTATED, MULTIPLIED, OR APPLIED PER OCCURRENCE, PER CLAIM, PER DEVICE, PER SITE, OR PER CONTRACT YEAR.**

12.3 Limited Exceptions. The cap in Section 12.2 does not apply to liability for fraud or willful misconduct. No other exception applies, and in particular the cap applies in full to claims involving gross negligence, bodily injury, death, property damage, environmental harm, breach of confidentiality, data security incidents, and intellectual property infringement.

12.4 Basis of Bargain. The Parties acknowledge that the Subscription Fees, Equipment prices, and other charges under this Agreement reflect this allocation of risk, that the limitations in this Article XII are an essential element of the bargain, that they apply notwithstanding the failure of any limited remedy of its essential purpose, and that they survive termination. Customer acknowledges it has the opportunity to insure against risks allocated to it.

ARTICLE XIII — CONFIDENTIALITY

13.1 Confidential Information. From time to time during the Subscription Term, either Party ("Disclosing Party") may disclose or make available to the other Party ("Receiving 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, and 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: (i) in the public domain; (ii) known to the Receiving Party at the time of disclosure; (iii) rightfully obtained by the Receiving Party on a

non-confidential basis from a third party; or (iv) independently developed by the Receiving Party. The Receiving Party will protect the Disclosing Party's Confidential Information using at least reasonable care and will use it only to perform or receive the Access Services. Each Party's non-disclosure obligations are effective as of the Effective Date and expire five (5) years from the date the information was first disclosed to the Receiving Party; provided, however, that obligations with respect to information constituting a trade secret under applicable Law survive for as long as the information remains subject to trade secret protection. On expiration or termination, 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, on request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

13.2 Permitted Disclosures. The Receiving Party may disclose the Disclosing Party's Confidential Information to its affiliates, employees, and contractors with a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under this Agreement, provided that each is bound by written confidentiality obligations at least as stringent as those set forth in this Section 13. The Disclosing Party will notify the other Party promptly of any unauthorized disclosure or threatened unauthorized disclosure of Confidential Information. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with Law, provided that the Party making the disclosure first gives written notice to the other Party and makes a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Disclosure of Monitoring Data to an Authorized Data Recipient designated under Section 7.3 is expressly permitted and is not a breach of this Section 13.

13.3 No Audit. APS is not obligated to permit Customer or its agents to conduct penetration testing, vulnerability scanning, or forensic examination of APS systems, to place personnel or inspectors in APS facilities, or to complete any questionnaire, assessment, or certification. APS is not obligated to perform, or to procure from any Third-Party Supplier, cryptographic erasure of any device or storage medium, destruction of encryption keys, media destruction, or certification of destruction by officer attestation.

13.4 Publicity. Neither Party will use the other's name, logo, or marks in publicity without prior written consent, except that APS may identify Customer in a customer list.

ARTICLE XIV — COMPLIANCE AND FORCE MAJEURE

14.1 Compliance. Each Party will comply with all Laws applicable to it in performing under this Agreement. Customer is solely responsible for compliance with all Laws applicable to its facilities, tanks, tank contents, monitoring obligations, environmental reporting, and operations. Any change required by a regulator having jurisdiction over Customer is implemented at Customer's cost. APS is not obligated to perform work at APS's cost in response to a recommendation, directive, or finding of a regulator whose jurisdiction arises from Customer's operations.

14.2 Export and Trade. Customer will not export, re-export, or transfer Equipment, SIMs, or Monitoring Platform access in violation of United States export control or sanctions Laws, and will not install Equipment in, or transmit Monitoring Data from, any embargoed or sanctioned jurisdiction. APS may suspend or terminate service required to maintain its own compliance.

14.3 Force Majeure. Neither Party is liable for any delay or failure in performance, other than payment obligations, caused by an event beyond its reasonable control, including acts of God, severe weather, flood, fire, epidemic, war, terrorism, civil disturbance, labor dispute, cyberattack, act of government, carrier or utility outage, network sunset, component shortage, and failure of a Third-Party Supplier. The affected Party will notify the other and use reasonable efforts to resume performance. If the event continues more than ninety (90) days, either Party may terminate the affected Devices without liability.

ARTICLE XV — GENERAL PROVISIONS

15.1 Entire Agreement. This Agreement, together with any applicable purchase order, constitutes the entire agreement of the Parties concerning the Equipment and Access Services and supersedes all prior or contemporaneous proposals, quotations, representations, and understandings, whether written or oral. No course of dealing or trade usage supplements or modifies it.

15.2 Order of Precedence. In the event of conflict, the following order controls: (i) a written amendment signed by authorized representatives of both Parties; (ii) the body of these Terms; (iii) the applicable Purchase Order; and (iv) any mutually accepted quote from APS to Customer. A document not listed herein does not form part of this Agreement, whether or not it is referenced in it.

15.3 Rejection of Terms. APS rejects any term or condition contained in a purchase order, vendor portal, supplier handbook, supplier registration or onboarding form, click-through acknowledgment, invoice-approval workflow, master services agreement, or other document issued or maintained by Customer that adds to, conflicts with, or differs from this Agreement. Any such term is void and of no effect. A purchase order operates solely to identify Equipment, quantities, Devices, sites, pricing, and requested dates. APS's commencement of performance does not constitute acceptance of any Customer term. No Customer term becomes binding on APS by reason of APS's silence, delivery, invoicing, or continued performance.

15.4 Other Agreements. This Agreement governs the Equipment, Connectivity Services, and Monitoring Platform access described in the applicable Purchase Order and nothing else. It does not amend, supersede, or limit, and is not amended, superseded, or limited by: (i) any Aliquot™ Agreement between the Parties, if any; (ii) any Flight™ Modem Supply and Cellular Connectivity Agreement between the Parties, if any; or (iii) the APS Master Sale Agreement or APS's published Terms and Conditions, which govern the sale of goods. Where Customer is party to more than one such agreement, each governs its own subject matter, and the agreement governing the product or service from which a claim arises controls as to that claim.

15.5 Aliquot Coordination. If, at Customer's request, Monitoring Data is delivered into APS's Aliquot™ service, then from the point of delivery that data is "Customer Data" under the applicable Aliquot™ Agreement. "Customer Data" is governed by the applicable Aliquot™ Agreement, including ownership, retention, and deletion. Up to the point of delivery into APS's Aliquot™ service, such data remains Monitoring Data governed by this Agreement. Article V of this Agreement applies to any use of, or reliance on, Monitoring Data regardless of the system in which it is displayed and is not limited or displaced by any provision of an Aliquot™ Agreement. Customer will not be charged twice for the same data transmission. The Subscription Fee under this Agreement covers transmission of Monitoring Data from the Device. No Aliquot™ data usage charge applies to Monitoring Data transmitted from a Device under this Agreement.

15.6 Governing Law. This Agreement and all matters arising out of this Agreement are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of laws provisions thereof and excluding the U.N. Convention on Contracts for the International Sale of Goods.

15.7 Venue. Either Party will institute any legal suit, action, or proceeding arising out of this Agreement in the federal or state courts, in each case, located in Philadelphia, Pennsylvania. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (i) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; and (ii) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT.

15.8 Dispute Notice. A Party asserting a claim will give written notice describing it within ninety (90) days after the Party becomes aware of the facts giving rise to it, and the Parties' designated representatives will confer in good faith for thirty (30) days before either Party commences proceedings. No shorter notice or presentment period applies, and no claim is waived by reason of any notice period contained in a document other than this Agreement.

15.9 Notices. Each Party shall deliver all notices and other communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by email (with confirmation of transmission), or by nationally recognized overnight courier service, and addressed to the other Party at the

addresses set forth in the applicable purchase order (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Notices to APS must be addressed to [Attn: General Counsel / VP of Sales], AquaPhoenix Scientific LLC, 860 Gitts Run Road, Hanover, PA 17331, [email].

15.10 Assignment. Customer may not directly or indirectly assign, transfer, or delegate any or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not Customer is the surviving entity), operation of law, or otherwise, without APS's prior written consent. Any purported assignment in violation of this Section is null and void. APS may assign to an affiliate or to a successor in a merger or sale of substantially all of its assets on written notice. This Agreement binds and benefits the Parties and their respective successors and permitted assigns.

15.11 Independent Parties. The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, fiduciary, employment, or exclusive relationship, and neither Party may bind the other.

15.12 No Third-Party Beneficiaries. This Agreement confers no rights on any person other than the Parties. No Customer affiliate, customer, contractor, insurer, lender, or Authorized Data Recipient is a third-party beneficiary or entitled to enforce any provision or receive any indemnity.

15.13 Amendment and Waiver. This Agreement may be amended only by a writing signed by authorized representatives of both Parties. No waiver of any right, remedy, power, or privilege under this Agreement ("Right(s)") is effective unless contained in a writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. Neither Party may amend this Agreement unilaterally, by posting, by notice, or by operation of any portal, handbook, or policy.

15.14 Severability. If a provision is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable, or severed, and the remainder continues in effect, provided that if Article V, Article X, or Article XII is held unenforceable in a material respect, APS may terminate this Agreement on notice.

15.15 Electronic Acceptance. Customer's acceptance of these Terms may be evidenced by electronic signature, placement of an order, acceptance of delivery, or any other conduct that confirms agreement to these Terms.

15.16 Construction. Section headings are for convenience only. "Including" means "including without limitation." No rule of construction against the drafter applies. Each Party agrees that, in its respective dealings with the other Party under or in connection with this Agreement, it will act in good faith.

15.17 Injunctive Relief. The Parties acknowledge and agree that any breach or threatened breach of Section 6.5 (Platform restrictions), Article XIII (Confidentiality), or any intellectual property provision of this Agreement may cause irreparable harm for which monetary damages alone would be inadequate. Accordingly, the non-breaching Party will be entitled to seek injunctive relief against any such breach or threatened breach, without posting any bond or demonstrating irreparable harm, in addition to any other remedy available at law or in equity.

15.18 Authority. Each Party represents that it has full corporate power and authority to enter into and perform the Agreement and that Customer's acceptance of these Terms and placement of orders for Services are duly authorized.