

## Center Agreement

### AILA CENTER SERVICE AGREEMENT

- SUBSCRIPTION SERVICE WITH KIOSK -

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING A SUBSCRIPTION FOR THE KIOSK AND USING THE SERVICE.

BY CLICKING AGREE TO THIS AGREEMENT OR OTHERWISE ASSENTING TO THIS AGREEMENT, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF OR FOR THE BENEFIT OF YOUR EMPLOYER OR A THIRD PARTY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE NECESSARY AUTHORITY TO AGREE TO THIS AGREEMENT ON THEIR BEHALF.

This agreement is between Aila Technologies, Inc., a Delaware corporation (**Aila**), and the Center agreeing to these terms (**Center**). This agreement and the applicable electronic or written order contains the terms and conditions governing the Kiosk subscription and Center's and its customers' access to and usage of usage of a managed service (including software) provided by Aila in connection with the Kiosk (defined below) (collectively, **Service** or **Services**).

#### USE OF SERVICE and KIOSK SUBSCRIPTION TERMS.

##### 1. Kiosk Subscription Terms (Lease).

1. **Shipment.** After Center submits an order, Aila will ship to Center the kiosk hardware described in the Center's order (which for the avoidance of doubt, excludes the connected printer, instore signage and the cabinet fixture) (**Kiosk**), at Center's expense, FOB destination. Center must inspect the Kiosk promptly upon receipt and must notify Aila in writing within seven days after the receipt of Kiosk if any part of the order is missing, erroneous or nonconforming. If Center fails to provide such a notice, the order is considered accepted by Center. The Kiosk must be carefully packaged by Aila for shipment pursuant to its standard packaging protocols. Aila must meet the scheduled dates for shipping Kiosks and must notify Center promptly in the event of any delay. Aila must procure replacement value insurance from the carrier on all items ordered by Center or self-insure all or part of the risk of loss during shipping. If within 30 days of delivery of a Kiosk to Center, it is determined that the Center is unfit for use of the Kiosk as a result of a nonstandard or unstable network environment, insufficient physical space for proper Kiosk use, or for another reason, then with The UPS Store, Inc's (**TUPSS's**) and Aila's approval (which approval will not be unreasonably withheld, conditioned, or delayed), and at Aila's or Center's request and provided that Center returns to Vendor the applicable Kiosk at Center's cost, Vendor will refund (i) the paid fees for the time period after return of the Kiosk to Aila, and (ii) any Center-paid setup fees, so long as the Center pays the return shipping fees and the Kiosk is returned without any damage.
2. **Title.** Title to the Kiosk remains with Aila and does not pass to Center, as the Kiosk is leased to Center. Aila must be deemed to be in control and possession of the Kiosks, and responsible for all risks, including damage to or injury caused by the Kiosks, prior to delivery of the Kiosks to Center.
3. **Use And Care.** Center is responsible for any loss or damage to the Kiosk after delivery, other than ordinary wear and tear (which is addressed in Section 1.1.4 (Return) below).
4. **Return.** Upon termination or expiration of a Kiosk subscription term (which term will be set forth in the order), Center must, *as instructed by Aila*, (i) return the Kiosk to Aila at the Center's expense within 10 days, (ii) retain it for a renewal term or portion thereof, or (iii) only if specifically requested by Aila, dispose of the Kiosk (after it is remotely wiped by Aila) in compliance with applicable law. If any Kiosk is returned with damage (other than normal wear or tear), Center must pay for the cost of the repair, not to exceed \$400, and the Center must pay such amounts upon receipt of an invoice or through the monthly payment process already in effect. If Center fails to return any Kiosk under these terms, Center must pay Aila \$400 per Kiosk upon receipt of an invoice.
5. **Swapability.** If Aila deems it necessary to replace any Kiosk items or the entire Kiosk for compliance, performance, stability or other operational reasons, upon request of Aila and receipt of a new or like new Kiosk from Aila, Center must return the Kiosk to Aila (Aila pays the shipping costs) within 10 days of receipt of the new or like new Kiosk. Any such swap may not reduce the functionality of the Kiosk or the related Services.
6. **License.** Aila hereby grants Center a non-exclusive right and license during the applicable subscription term to access and use (and permit its customers to access and use) the software on the Kiosks and the Services for its internal business purposes.
2. **Center General Responsibilities.** Center may use the Service only in accordance with the Service's technical documentation and applicable law.
3. **Technical Support and RMA.** Technical support and the RMA procedure will be provided by Aila as described at this link: [\\_\\_\\_\\_\\_](#).
4. **Third Party Service.** The Service interoperates with third party services provided by TUPSS (for example, without limitation, iShip, SendGrid, Listrak (**Third Party Service**)) and it depends on continuing availability of and access to Third Party Service, including application programming interfaces, for full functionality of the Service.
5. **After 5 Years.** At the end of the initial 60-month order term and, if renewed, at the end of any subsequent order term, Vendor may require that the Kiosk be returned and replaced (even if a Kiosk has been replaced under the RMA during such term) to help ensure proper performance, which will require a new setup fee.

#### WARRANTIES.

1. **Software Warranty.** Aila warrants that (i) the Kiosk will not have, and Aila may not introduce into any computer systems of Center, any virus, worm or other computer software routine or hardware components which is reasonably likely to disable or damage hardware or damage, erase or delay access to software or data, and (ii) the Kiosk will be Available (as defined in the SLA provided below in accordance with the SLA). The software part of the Service may change but it will not materially degrade during the

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subscription term. **Except as otherwise expressly set forth in this agreement, the credits described in the SLA are the Center's exclusive remedy and Aila's sole liability to the Center for Downtime (as defined in the SLA) of the Kiosk.**

2. **Compliance Warranty.** Aila warrants that the Kiosk and Service must comply at all times with the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. and must comply at all times with the then-current WCAG Guidelines (currently, Level 2.1 Level AA), as applicable to the Kiosk and Services (**Specified Laws**). Aila must, at its own cost and expense, supply a manual (**Accessibility Brochure**) for use by Center and its employees, representatives, or agents. Aila shall not be liable for breach of this warranty and the applicable law warranty below caused by a failure to comply with Specified Law, only to the extent that Center, or its employees, representatives, or agents, does not use the Kiosk and Service in compliance with the Accessibility Brochure. Center acknowledges that it has been provided access to the Accessibility Brochure as part of or prior to placing the order for the Product.
3. **PCI Warranty.** This paragraph applies only if applicable to Aila's processing of payment for orders for Kiosks and Services under this agreement. With respect to orders under this agreement, Aila represents and warrants to the Center that Aila and its payment processor must comply with all rules, regulations, requirements, standards, specifications, policies, procedures, guidelines and bylaws of any network, association, card brand or other similar entity that apply Aila' or its payment processor's receipt, storage, processing or use of payment transactions or related data or information, including, without limitation, all amendments, changes and revisions made thereto from time to time.
4. **Applicable Law Warranty.** Aila warrants that (i) Aila must comply with all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances, court orders, and other pronouncements, as interpreted or enforced by relevant governmental or regulatory authorities (**Applicable Laws**) applicable to Aila, regarding its sale, distribution, advertising, and provision of the Kiosks and Services and its performance under this agreement; and (ii) Aila has obtained all licenses, registrations, and approvals from all governmental agencies, both foreign and domestic, necessary to provide the Kiosks and Services, and for its execution, delivery, performance, validity, and enforceability of this agreement, and they are in full force and effect, except for any locally required permits, registrations or approvals required for the operation of the Kiosks, if any.
5. **Kiosk Warranty; RMA.** Aila warrants that the Kiosks are new (upon initial delivery, but replacement Kiosks can be like new) and that Aila has the right and authority to provide the Kiosks to Center. Any defect or other failure of the Kiosk to operate in accordance with its specifications shall be addressed by Vendor in accordance with the procedure described in the RMA document below.
6. **Pass Through.** To the extent available, Aila must pass through to the Center any and all available warranties from manufacturers, suppliers, and subcontractors.
7. **AILA DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE AILA TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, AILA DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED. SUBJECT TO THE REQUIREMENTS OF THIS AGREEMENT, THE CENTER UNDERSTANDS AND AGREES THAT THE SERVICE MAY NOT BE ERROR- FREE AND THE USE MAY BE INTERRUPTED.**
8. **CONSUMER LAW NOTICE. SOME STATES MAY NOT ALLOW SUCH DISCLAIMERS, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO A CENTER.**

### PAYMENT.

1. **Orders.** This agreement requires an order. Orders are noncancellable (except for a material breach on the part of Aila) and non- refundable (except as expressly provided in this agreement). No trials are provided.
2. **Renewal.** Upon expiration of the subscription term under an order, each order renews on a month to month basis or based on other renewal order terms approved by TUPSS and Aila and sent to the Center at least 30 days prior to the renewal date, unless either party provides the other with notice of non-renewal for its convenience at least 15 days prior to the renewal date.
3. **Fees and Payment.** Center must pay all fees as specified on the order, but if not specified, then within 30 days of receipt of an invoice. Center's obligations to pay any subscriptions fees shall begin the calendar month after Center receives the Kiosk from Aila. Aila shall itemize all applicable taxes on invoices issued to Center. The fees are exclusive of sales, use, and other similar taxes, and Center is responsible for payment of such taxes at the rate and in the manner for the time being prescribed by law.
4. **Nonpayment.** Any invoiced amount not received by Aila by the due date may accrue interest at the lower rate of 1.5% per month or the maximum rate permitted by law. In addition, if an invoiced amount is 30 days or more past due, Aila may suspend Service until the amount is paid in full, provided Aila has given Center at least 30 days' prior written notice that its account is past due.

### PROPERTY.

1. **Reservation of Rights.** Aila and its licensors are the sole owners of the Service, including all associated intellectual property rights, and they remain only with Aila. Center may not remove or modify any proprietary marking or restrictive legends in the Service. Aila reserves all rights that are not expressly granted in this agreement.
2. **Restrictions.** Center *may not*: (i) sell, resell, rent, or lease the Service; (ii) remove the software from the Kiosk; (ii) use the Service to store or transmit unsolicited marketing emails, libelous, or otherwise objectionable, unlawful, or tortious material, or to store or transmit infringing material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or software or its related systems or networks; (v) reverse engineer the Service or the software except as allowed by applicable law despite this limitation; or (vi) access the Service or use the software to build a competitive service or product, or copy any feature, function, or graphic for competitive purposes. Aila may suspend Service

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to Center if Aila believes in good faith that Center's use of the Service poses an imminent threat to the security, availability or legality of the Service; in such event, Aila will work with Center to address the issue and restore Service as quickly as possible.

3. **Usage Data.** Center hereby grants to Aila a non-exclusive, non-transferable, non-sublicensable royalty-free, right and license: (i) during the term of the subscription, to use, reproduce, and modify Usage Data solely for the internal purpose of operating, maintaining, and improving the Kiosks and Service; and (ii) with TUPSS's prior written approval on a case by case basis, during and after the term of the subscription, to use, reproduce, modify, and display Usage Data in materials used for marketing purposes describing performance characteristics of Aila's products and services. The license grants in this paragraph may only be exercised by Aila in an aggregated manner (i.e., Aila cannot use Usage Data in a manner that would allow for anyone to attribute any portion of the Usage Data to TUPSS, Center, or any customer). "Usage Data" means system information, data, or other content, in any form or medium, that is: (1) included in Center Data, (2) does not include any personally identifiable information or personal data, and (3) is submitted, posted, or otherwise transmitted by the Service to Aila's cloud infrastructure and limited to the following categories of information: (A) system performance data, (B) system diagnostic data, and (C) technical log data: including callstack logs, console logs, and IOS network calls.

### TERM AND TERMINATION.

1. **Term.** This agreement continues until the 30th day after all orders have expired, unless earlier terminated as provided below. Notwithstanding anything to the contrary contained herein, if Aila's contract with TUPSS expressly requires that or allows Aila to terminate this agreement, then Aila may terminate this agreement for its convenience and without liability to the Center as result of such early termination.
2. **Term of Orders.** The term of each order must be specified in the order.
3. **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement and the order at the end of a written 30-day notice/cure period if the breach has not been cured.
4. **Effect of Termination.** If this agreement is terminated by a Center for Aila's material breach, Aila will refund (i) monthly Center fees prepaid for the remainder of the term of all orders after the termination effective date, and (ii) if such termination occurs within six (6) months of the beginning of the order term, the setup fee for the order paid by Center. If this agreement is terminated for Center's breach, Center will pay any unpaid fees under the order.

### LIABILITY LIMIT.

1. **EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW AND EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS, THE SPECIFIED LAWS WARRANTY, THE INDEMNITY IN THIS AGREEMENT, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, OR BODILY INJURY, NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; AND LOST PROFITS, REVENUE, OR ANTICIPATED COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGE OR LOSS.**
2. **TOTAL LIMIT ON LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW AND EXCEPT FOR A BREACH OF CONFIDENTIALITY OBLIGATIONS, THE SPECIFIED LAWS WARRANTY, THE INDEMNITY IN THIS AGREEMENT, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, OR BODILY INJURY OR PHYSICAL DAMAGE, EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF AMOUNT PAID OR PAYABLE BY THE CENTER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY, EXCEPT THAT THIS CAP DOES NOT LIMIT THE CENTER'S PAYMENT OBLIGATIONS FOR FEES UNDER AN ORDER.**
3. **NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY ARISING UNDER OR RELATED TO ITS CONFIDENTIALITY OBLIGATIONS AND SPECIFIED LAWS WARRANTY, THE INDEMNITY IN THIS AGREEMENT IS LIMITED TO 2 TIMES THE AMOUNT PAID TO AILA BY THE CENTER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE CLAIM.**
4. **CONSUMER LAW NOTICE. SOME STATES MAY NOT ALLOW THE ABOVE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO THE CENTER. THE CENTER MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER LOCAL LAW. THE CENTER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.**

### CONFIDENTIALITY.

1. **Definition. Confidential Information** means each party's business or technical information, including but not limited to any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary. Center's Confidential Information includes all information, data, or other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Center, Center's personnel, or any customer of the Kiosk or Services (**Center Data**). Confidential Information will not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the other party; (b) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party, as evidenced by contemporaneous written records; (c) was independently developed by a party without breach of any obligation owed to the other party, as evidenced by contemporaneous written records; or (d) is received from a third party without breach of any obligation owed to the other party. Center Data will not be subject to the exclusions set forth in this Section
2. **Scope.** A party will not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this agreement except with the other party's prior written permission. Each party agrees

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to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care. A disclosure by one party of Confidential Information of the other party to the extent required by applicable law will not be considered a breach of this agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

### INDEMNITY.

1. **Aila's Infringement Indemnity.** Aila must defend the Center and its directors, officers and employees from and against any third party claim alleging that the Kiosk or Services infringe, misappropriate, or violate any third party intellectual property right. Aila shall pay its defense costs in defending the foregoing indemnified parties, any Aila agreed to settlement amounts, and any finally awarded damage, under this indemnity. If Aila reasonably determines that a claim described in this Section is likely, then Aila must either: (i) modify the Kiosk or Services to eliminate the applicable claim, provided that the Kiosk and Services must continue to function in accordance with the requirement of this agreement, (ii) procure the necessary rights to continue using the Kiosk and Services, or (iii) replace the Kiosk or Services with the functional equivalent. Aila has no obligation for any claim described in this Section to the extent that such claim is due to TUPSS's or Center's required unique designs, specification, or instructions, or a combination of the Kiosk or Services with other technology or items not provided by Aila where the infringement would not have occurred but for the combination. **This section contains Aila's sole liability and the Center's exclusive remedy under this agreement for any third party infringement claim.**
2. **Center Indemnity.** Center must indemnify, release, protect, hold harmless, and, at Center's option, defend Aila and its directors, officers, and employees (each an **Aila Indemnified Party**) from and against any and all losses, liabilities, penalties, fines, judgments, costs, damages, attorneys' fees, and expenses (including settlements, which may only be entered into with the Aila Indemnified Party's consent) arising out or relating to the Center's breach of this agreement.

### OTHER TERMS.

1. **Governing Law and Forum.** This agreement is governed by the laws of the Commonwealth of Massachusetts (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Middlesex County, Massachusetts, and Center submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.
2. **Entire Agreement and Changes.** This agreement and the order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Center is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise, or inducement not included in this agreement is binding. No modification or waiver of any term of this agreement is effective unless both parties sign it, however this agreement may be modified through an online process provided by Aila.
3. **No Assignment.** Neither party may assign or transfer this agreement to a third party, except that the agreement and all orders may be assigned, without the consent of the other party, as part of a merger or sale of all or substantially all a party's businesses, assets, provided that the successor entity assumes all obligations under this agreement and all orders, and agrees to be bound by the terms of this agreement. Any assignment in violation of this section is void.
4. **Export Compliance.** The Service, the Software and Documentation, and Confidential Information may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will permit its personnel or representatives to access any Service in a U.S.-embargoed country or in violation of any applicable export law or regulation.
5. **Independent Contractors.** The parties are independent contractors with respect to each other, and neither party is an agent, employee, or partner of the other party.
6. **Enforceability and Force Majeure.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Neither party shall be liable for any failure to perform any obligations under this agreement caused by Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes, or acts of local or central Government or other authorities or regulatory bodies, or other matters beyond Aila's reasonable control (**Force Majeure Event**). If a Force Majeure Event delays the performance of any material obligation for at least sixty (60) days, the other party may immediately terminate this agreement upon notice to the other party.
7. **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this agreement.
8. **No Additional Terms.** Aila rejects additional or conflicting terms of a Center's form-purchasing document.
9. **Order of Precedence.** If there is an inconsistency between this agreement and an order, the order prevails.
10. **Survival of Terms.** All provisions of this agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights and such other provisions that by fair implication require performance beyond the term of this agreement must survive expiration or termination of this agreement until fully performed or otherwise are inapplicable. The UN Convention on Contracts for the International Sale of Goods does not apply.
11. **Feedback.** If Center provides feedback or suggestions about the Kiosk or Service, then Aila (and those it allows to use its technology) may use such information without obligation to Center.

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12. **Privacy Policy.** To the extent Aila collects and processes personal data as a data controller, when providing the Service to Center or authorized users, such collection and processing must be in accordance with the Aila's Privacy Policy.

### RMA Exhibit for Center Agreement

**1. Covered RMA Product.** The Kiosk shall be eligible for return and replacement (either of the entire Kiosk or a component), free of charge to the Center, if it meets the following criteria: the Kiosk is defective, damaged, or otherwise does not operate in accordance with its technical specifications. Such Kiosk is referred to herein as a **“Covered RMA Product.”**

- **Examples of Covered RMA Products.**
  - iPad is defective or it will not charge
  - The software application on the iPad is not working properly and cannot be fixed remotely
  - Light for scanner is non-functional
  - Manufacturing defect

**2. Not-Covered RMA Product.** Notwithstanding anything contained herein to the contrary, a Kiosk that is defective, damaged, or otherwise does not operate in accordance with the technical specifications shall be referred to as **“Not-Covered RMA Product”** if the defect, damage, or other failure to operate:

- is the result of the Center not using the Kiosk in accordance with its technical specifications therefor; or
- is caused by a third party (including without limitation, customers of the Center), the Center, or TUPSS (including without limitation, functional or aesthetic blemishes, scratches or damage) or other event outside of Aila's control (for example, fire, flood, hurricane, or other acts of God).

In addition, a Kiosk shall be a Not-Covered RMA Product if:

- A kiosk or any component is stolen;
- Serial numbers from components on the Kiosk have been removed or replaced; or
- The Kiosk has been repaired by a third party who is not authorized by Aila to repair the Kiosk.

**3. Non-RMA Product.** Any Kiosk returned to Aila with no defects or damage and which operates in accordance with its technical specifications is not eligible for coverage under the RMA program (**“Non- RMA Product”**).

**4. Process.** Prior to returning any Kiosk for service (such Kiosk, the **“RMA Product”**), the Center must comply with this return material authorization (**“RMA”**) process:

- **Initialization.** After the Center has gone through the Customer Support Workflow and Aila has reasonably determined that a replacement will resolve the issue, Aila shall issue an RMA number for the RMA Product.
- **Kiosk Shipment in Advance of Return (AEP):** Once an RMA number is generated, Aila will send either a replacement Kiosk or replacement component to the Center (which replacement may be either new or like-new) in advance of receiving the RMA Product from the Center. Aila will use Aila’s UPS shipping account and a 2 or 3 business day shipping method to send a replacement Kiosk or component to the Center, except in the case of a Friday shipment, where Aila shall use 1 or 2 business day shipping method. The replacement Kiosk (or replacement component) will have a target shipment period of 1 business day within RMA number generation.
- **Return Shipment:** The Center shall package the RMA Product in the same box sent to them by Aila which contained the replacement Kiosk and use the return label provided by Aila for

**RMA Exhibit for Center Agreement**

the return of the RMA Product. The RMA Product must be shipped to Aila within 10 business days of the Center's receipt of the replacement Kiosk. The Center must provide proof of shipment upon request of Aila.

- 5. Costs.** If the RMA Product is a Covered RMA Product, Aila shall pay for all shipping costs and will provide a replacement Kiosk at no charge. If the RMA Product is a Not-Covered RMA Product, the Center shall be responsible for all shipping costs (including without limitation, the costs of shipping the replacement Kiosk to the Center and for the return shipment of the Not-Covered RMA Product to the Aila) and costs to repair/replace the returned Not-Covered RMA Product (which repair and replacement costs are set forth in the chart below). If the RMA Product is a Non-RMA Product, the Center shall be responsible for all shipping costs. Any fees associated with Not-Covered RMA Products are required, as Aila will refurbish any Not-Covered RMA Product to a like new condition.
- 6. Additional Information.** Aila may request the Center to take photographs of the RMA Product, and provide additional information, to confirm RMA eligibility and coverage.
- 7. Final Determination of Coverage.** All initial decisions by Aila regarding RMA Product returns are provisional, and the final decision of coverage will be made by Aila (acting reasonably and in good faith) based on the condition of the RMA Product and additional information pertaining to the RMA Product.
- 8. No Return of Kiosk.**
  - If the complete RMA Product or component, as applicable, is not shipped by a Center to Aila within 10 business days after receipt by the Center of the replacement Kiosk under this RMA, then Aila may charge the Center a \$50 late fee and notify the Center in writing that the RMA Product has not been shipped back to Aila and that the Center may be charged the Full Replacement Value (as described below) of the RMA Product or component, as applicable, if the RMA Product or component, as applicable, is not shipped to Aila within 20 business days of receipt of this notice.
  - If the complete RMA Product or component, as applicable, is not shipped by the Center to Aila within 20 business days after receipt by the Center of the notice described above, the Center shall pay the Full Replacement Value (as described below) of the RMA Product or component, as applicable.
- 9. Payment Process.** Aila reserves the right to use the Center's current billing information to charge the Center for the amounts owed under this RMA. Aila may also charge the Center via an invoice.
- 10. Default.** If the Center is in default of any payment or other material obligation under its Center Agreement with Aila, then Aila may refuse to provide services under this RMA Program until the outstanding invoices are paid or other material obligations are met.
- 11. No RMA #.** Any Kiosk or portion returned without a valid RMA number may be rejected and returned to the Center at the Center's expense.
- 12. Repeated Returns.** If a Center more than twice in a calendar quarter returns Kiosks that are Non- RMA Products, Aila has the right, to require the Center to pay a \$200 re-examination fee.
- 13. Repair by Center.** If during the RMA process Aila has determined that a defective Kiosk can be

**RMA Exhibit for Center Agreement**

repaired at the Center without an unreasonable burden, Aila may send a replacement component (such as an iPad or power adapter) to the Center along with accompanying instructions for repair.

**14. Charges for Not-Covered RMA Products (repair or replacement)**

<b>Repair</b>			
<b>Level</b>	<b>Type of Service</b>	<b>Example</b>	<b>Cost</b>
Level 1	Simple Repair	<ul style="list-style-type: none"> <li>Repair or replace damaged front panel</li> <li>Replace damaged scan cone or internal mirror</li> <li>Fix table mount</li> </ul>	Up to \$100
Level 2	Screen Repair	<ul style="list-style-type: none"> <li>Repair cracked screen</li> <li>Repair broken button</li> </ul>	Up to \$179
Level 3	Major Repair	<ul style="list-style-type: none"> <li>Replace hub PCB</li> <li>Replace enclosure housing</li> </ul>	Up to \$500

<b>Full Replacement Value</b>	
<b>Items</b>	<b>Cost</b>
iPad (Gen. 9)	\$329
iPad (Gen. 10) (but only after Gen. 10 iPads are approved)	\$449
Table Mount	\$150
Enclosure (for Gen. 9 iPad)	\$750
Enclosure (for Gen. 10 iPad) (but only after enclosures for Gen. 10 iPads are approved)	\$900
Cables	\$10-\$30



## SLA Exhibit for Center Agreement

1. **Definitions.** Unless otherwise defined in this document (the “SLA”), all capitalized words and terms herein shall have the meanings assigned to them in the Agreement.

a. **“Available”** means the Kiosk, including without limitation the Kiosk software and the Kiosk hardware, is operational and the functionality of the Kiosk is available for use by Centers and Centers’ customers.

b. **“Downtime”** means any period during which the Kiosk, including without limitation the Kiosk software and/or the Kiosk hardware, is not Available.

c. **“Downtime Exclusions”** means any Downtime caused by:

(i) Aila’s failure to timely deploy an Update to the Kiosk software or a change to the Kiosk hardware that requires TUPSS’ prior approval under the terms of the update process in the contract between Aila and TUPSS (**AILA TUPSS Contract**).

(ii) a non-Kiosk-caused event beyond the reasonable control of Aila (including without limitation, non-Kiosk-caused internet connectivity issues, non-Kiosk-caused firewall/network issues, non-Kiosk-caused power issues, issues with SendGrid, Listrak, iShip, or Twilio (other than issues resulting from Aila’s failure to comply certain provisions of the AILA TUPSS Contract), issues with a third party service or device not provided by Aila, physical damage to the Kiosk or its cabling by any third party (including without limitation any Center personnel), defect, damages, or other failure of the Product to operate as caused by any of the events listed in document that makes the Kiosk a Not- Covered RMA Kiosk (as defined in the RMA), with respect to any Kiosk that is a Covered RMA Kiosk (as defined in the RMA) or a Not-Covered RMA Kiosk the time period from when the unit is available and scheduled for pick up from Aila for shipment as part of the RMA process and when such unit is put back into service by the Center), or with respect to a Non-RMA Kiosk (as defined in the RMA), the time period from when the unit is taken out of service by Center to be shipped to Aila and the time period when such unit is put back into service by the Center; or

(iii) payment default by a Center until such default is cured (i.e., Aila will have no obligations under this SLA with respect to a Center during any period in which such Center is in breach of its payment obligations to Aila, until such breach is cured).

d. **“Monthly Fees”** means the fees payable by Center to Aila for a particular month for the Kiosk subscription under the Agreement.

e. **“Service Level Credit”** means a credit against fees to be paid by Center under the Center Agreement for Aila’s failure to meet the Availability Requirement in any calendar month, as calculated in accordance with this SLA.

2. **Service Levels.**

a. **Availability.** Aila will ensure that the Kiosk is Available for each Center at least 98% of the time as measured during the following time periods M-F 7:30am-10:00pm, Sat 9am-8pm, Sun 9am- 7pm ET (**“Deemed Working Hours”**), and excluding any Downtime for Downtime Exclusions (**“Availability Requirement”**).

b. **Availability Credit.** The following table set outs the applicable Service Level Credits issuable to Centers for Aila’s failure to meet the Availability Requirement:

Availability During the Calendar Month at Issue	Service Level Credit (as a percentage of the Monthly Fee for affected Center(s))
≥ 98.0%	0%

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SLA Exhibit for Center Agreement

< 98.0 - 95%	10%
< 95% - 90%	20%
< 90%	100%

The maximum Service Level Credit with respect to any Center in any month is 100% of the Monthly Fee.

c. Check-In. At the end of month 1 of each Center's Kiosk subscription, Aila may contact the applicable Center to ensure Kiosk is set up properly and fully functional, and to answer any questions.

d. Start Date. Due to the number of potential Center learnings and issues encountered during month one, this SLA calculation begins in month two of the Center's Kiosk subscription.

e. Process and Limitations. To be entitled to a Service Level Credit, a Center must request the credit from Aila by sending the request to [tupps-support@ailatech.com](mailto:tupps-support@ailatech.com) or web form to submit the request and requesting the credit. Such request must be provided no later than 90 days after the end of the month in which Aila's applicable failure to meet the Availability Requirement occurred. If the Center disputes the response by Aila, Aila shall send an additional response to both Center and TUPSS which shall include a report documenting applicable Availability for the month.