



THE AROMA TRACE

Master Services and Equipment Agreement

MASTER AGREEMENT

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Between Breathing Emotions LLC, a Delaware limited liability company authorized to transact business in the State of Florida, doing business as The Aroma Trace, with its principal place of business at 2900 NW 112th Ave, Unit E9, Doral, Florida 33172 (“TAT”) **and** the client identified in each Order Form (“Client”).

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This Master Services and Equipment Agreement (the “Agreement”) is entered into between Breathing Emotions LLC, a Delaware limited liability company authorized to transact business in the State of Florida, doing business as The Aroma Trace, with its principal place of business at 2900 NW 112th Ave, Unit E9, Doral, Florida 33172 (“TAT”), and the client identified in each Order Form (“Client”). TAT and Client are each a “Party” and together the “Parties”. This Agreement governs every Order Form, Change Order and Addendum signed or accepted by the Parties.

1 Structure, Definitions and Acceptance

- (a) **Documents.** “**Order Form**” means the document, generated from TAT’s proposal, that identifies the Client, the Sites, the Equipment, the Service Plan, the Paid Months, the Trial Equipment, the Fees, the renewal mode, the service mode, the payment method, the State Compliance Rider and any Special Terms. “**Change Order**” means a written or electronic amendment to an Order Form adding, removing or relocating Sites or Equipment, changing the Service Plan, the service mode or a fragrance, or recording any other change the Parties agree to an Order Form. “**Addendum**” means a supplemental agreement expressly incorporated into an Order Form. “**Special Terms**” means the terms stated in the section of the Order Form titled “**Special Terms and Addenda**”. “**State Compliance Rider**” means the section of the Order Form that states the terms required by the law of the state of each Site or of Client; mandatory applicable law controls whether or not it is identified there, and TAT updates the Rider by Change Order or with the renewal reminder before each renewal and before Activation at a new or relocated Site. “**Equipment Register**” means the record of serial numbers, model, placement, mounting, fragrance and certification identifiers per device kept by TAT and available to Client through the platform or on request. “**Delivery and Acceptance Record**” means the document TAT issues per Order Form, or per delivery, listing the serial number, model, Site and placement of each device delivered, which Client accepts under Section 7(e) and which becomes part of the Equipment Register; it records facts and does not change the Fees, the Sites, the Paid Months or any other term of the Order Form. “**Services**” means the lease of the Equipment and the refills, platform, monitoring, support, installation and visits described in Sections 6 and 7, as stated in the Order Form.
- (b) **Order of precedence.** In case of conflict:
- (i) the State Compliance Rider of an Order Form, for the Sites and the Client it names, to the extent necessary to comply with mandatory applicable law;
 - (ii) the Special Terms of an Order Form, for that Order Form only;
 - (iii) an Addendum, for the Order Forms that incorporate it and only to the extent it identifies the Section of this Agreement or of the Order Form that it modifies;
 - (iv) this Agreement;

- (v) the body of the Order Form, except that a selection or statement that this Agreement expressly allows the Order Form to make prevails;
 - (vi) the commercial terms (Sites, Equipment, Service Plan, Fees and discounts) of the proposal identified in the Order Form; descriptive, performance or marketing statements in a proposal are not part of the Agreement. Sections 5, 8, 9, 12, 13 and 14 of this Agreement may be modified only by a Special Term, Rider or Addendum that names the Section it modifies. A Delivery and Acceptance Record, an Activation Notice and the Equipment Register record facts under this Agreement and rank below every document in this paragraph; they identify the devices and fix the dates that this Agreement and the Order Form leave to be determined, and they do not add to or modify any term. Client purchase orders, vendor portals and similar documents do not add to or modify these terms even if TAT acknowledges them.
- (c) **Equipment and Sites.** “**Equipment**” means the scent-diffusion devices, mounts, refill containers and accessories listed in an Order Form or Change Order, and any replacements. “**Cellular Devices**” (AromaSlim, AromaColumn, AromaVac) connect through a SIM supplied by TAT; “**WiFi Devices**” (AromaHex) connect through Client’s network; “**Battery Devices**” (Trace Mist) do not connect; “**HVAC Devices**” (AromaVac) are connected to the Site’s air handling system under Section 7(d). TAT may add device models and consumables to its catalog; a model not listed in this Agreement is added to an Order Form by Change Order that states its Fee, refill schedule, Replacement Cost and connectivity class, and this Agreement applies to it accordingly. “**Site**” means a Client location listed in an Order Form; Sites must be located in the United States of America, including its territories where TAT delivers, and locations outside the United States are contracted with the TAT group company responsible for that country under its own terms. Where the Order Form lists a Site with more than one “**Copy**”, each Copy is a separate Site with the same Equipment, Service Plan and Fees; the address of each Copy is listed in Schedule A of the Order Form or added to the Equipment Register before delivery, the per-Site thresholds in Section 7 (included On-site Installation and monthly visits) are assessed per Copy, and the insurance threshold in Section 14(b) and the volume tier count the devices of all Sites and Copies of the Order Form. “**Replacement Cost**” means the amount per device stated in the Order Form, which the Parties agree is a reasonable estimate of TAT’s cost to procure, import, configure, ship and place a replacement device with its initial fragrance and of the loss of the device’s residual value, at the time of contracting, and is not a penalty; the amount payable is the percentage of that amount shown for the month of use in which the device is lost, stolen or damaged, counted from its Activation, in the schedule printed in the Order Form: 100% in months 1 to 12 of use, 90% in months 13 to 24 of use, 80% in months 25 to 36 of use and 75% from month 37 of use onwards. The percentage does not fall below 75% because replacing a device costs TAT the same in its fortieth month as in its second, and only the residual value of the device lost declines. The Order Form states the resulting amount in dollars for each model and each period, so no calculation is required.

- (d) **Term words.** “**Trial Month**” means the thirty (30) day period in Section 2. “**Paid Months**” means the number of months of paid Services stated in the Order Form (12, 24 or 36). “**Paid Month 1**” means the first calendar month that begins on or after the first day of the Paid Months. “**Stub Period**” means, where the first day of the Paid Months is not the first day of a calendar month, the days from that day to the last day of that calendar month; where the Paid Months start on the first day of a month there is no Stub Period. “**Initial Term**” means the Stub Period, if any, plus the Paid Months counted from the first day of Paid Month 1; it ends on the last day of the last Paid Month. “**Contract Year**” means each period of twelve (12) Paid Months counted from Paid Month 1. “**Renewal Period**” means each period for which an Order Form renews under Section 3(b): the same number of whole calendar months as the Paid Months (12, 24 or 36), beginning on the day after the current period ends, with no Stub Period; in a Renewal Period, Paid Month 1 is its first calendar month and Contract Years are counted from it for the purposes of Sections 4(f), 6(c) and 6(e). “**Daily Rate**” means the monthly Fee of a device divided by the number of days of the calendar month concerned. “**Service Plan**” means the plan (Light, Standard, High Traffic or Premium Scent) that sets the annual refill schedule and the fee modifier. “**Fees**” means the monthly amounts per device stated in the Order Form, as adjusted under this Agreement. “**Early Termination Amount**” means the liquidated amount in Section 5(b). “**Technical Visit**” means a visit by a TAT technician to a Site under Section 7(c). “**Retrieval Period**” means the fifteen (15) days after the earliest of the end of an Order Form, the removal of a device, the cancellation of the Trial Month under Section 2(b) and, where no Order Form has been signed, the end of the Trial Month as extended under Section 2(e). “**Business Day**” means Monday to Friday, excluding United States federal holidays.

- (e) **Activation and Activation Notice.** “**Activation**” of a device means, for Cellular Devices and WiFi Devices, the first date on which TAT’s platform records the device as online and configured with a diffusion schedule at the Site; and, for Battery Devices and for any device that cannot obtain coverage at the Site, the date on which TAT confirms to Client by email that the device has been placed and set to diffuse or, if earlier, the date on which Client confirms in writing that the device is in use. If a device delivered to the Site has not been Activated within ten (10) days after the carrier’s recorded delivery for reasons not attributable to TAT (including Client not unpacking or powering the device, not providing the placement, power or network access required by Section 7(b), or not attending a scheduled Self-Setup session), the device is deemed Activated on that day for the purposes of Sections 2, 4, 6 and 15; TAT will remind Client by email at least three (3) Business Days before a deemed Activation takes effect. Within two (2) Business Days after each Activation, TAT will send Client by email an “**Activation Notice**” stating the device serial number and its Activation date and, for the Trial Equipment, the last day of the Trial Month, the cancellation deadline under Section 2(b), the first day of the Paid Months, the Stub Period and its amount, the first day of Paid Month 1, the last day of the Initial Term and, in the automatic renewal mode, the deadline to decline the first renewal. The Activation Notice completes the dates left open in the Order Form, forms part of it and binds both Parties unless Client objects in writing within five (5) Business Days of receipt with evidence of a different date, in which case the Parties correct the notice against the platform records.
- (f) **Time. “Days”** means calendar days unless “**Business Days**” is stated. A period counted after an event (delivery, Activation, receipt of a notice, an invoice date or the end of a period) excludes the day of the event and includes its last day; the Trial Month begins on the Activation date of the Trial Equipment, which is its first day, and ends on its thirtieth (30th) day, and the Paid Months start on the following day. A notice that must be given a number of days before a date is timely if it is effective under Section 20(a) no later than the day that precedes that date by that number of days. All periods and deadlines under this Agreement and each Order Form are computed in Eastern Time, the time at TAT’s principal office, whatever the location of the Site; a period expressed in days ends at 11:59 p.m. Eastern Time on its last day, and where the last day for giving a notice is not a Business Day the notice may be given on the next Business Day. The Trial Month, the Stub Period, the Paid Months and the Initial Term are calendar periods and are not extended by this rule. “**Order Form Date**” means the date on which TAT accepts the Order Form under paragraph (g) or, where the Trial Month started earlier on Client’s written confirmation, the date of TAT’s confirmation of that start.
- (g) **Acceptance and formation.** A proposal issued by TAT is an invitation to order and is valid for thirty (30) days. Client’s electronically signed Order Form, or its written confirmation (email is sufficient) identifying the proposal and this Agreement by version, is Client’s offer; TAT accepts it by countersignature or by written confirmation issued from its offices in Miami-Dade County, Florida, and each Order Form, Change Order and Addendum is entered into in the State of Florida at that moment.

Client's written confirmation followed by TAT's confirmation is sufficient to start the Trial Month; the Paid Months start only under an Order Form signed by both Parties (Section 2). The Parties agree that Order Forms, Change Orders, Addenda, notices and consents may be signed and delivered electronically, that electronic signatures, initials and records have the same legal effect as originals, and that the audit trail of TAT's signature platform is evidence of them.

- (h) **Affiliates, groups and managed Sites.** “Affiliate” means an entity that controls, is controlled by or is under common control with a Party, where control means holding more than fifty percent (50%) of the voting interests or the power to direct management. An Affiliate of a Client that has accepted this Agreement may enter into Order Forms under it by signing an Order Form that identifies this Agreement and the Client through which it is affiliated; for that Order Form the Affiliate is the “Client” and is bound by this Agreement as if it had signed it. The Client through which an Affiliate contracts is liable for the Affiliate's obligations only where that Order Form states that it guarantees them, in which case a default under any guaranteed Order Form is a default under all of them. Where the Order Form identifies an “Account” (the Client and the Affiliates named in it), Section 4(k) applies. An entity that operates a Site but is not the Client may sign the Order Form as a “Co-Client” for the devices at its Site and is then bound by this Agreement and the Order Form for those devices, jointly and severally with Client. A Client that operates a Site under a management, franchise or similar agreement with the Site's owner represents that it has authority to contract for the Services at that Site and remains liable under its Order Form regardless of any change in the ownership, management or branding of the Site.

2 Trial Month

- (a) **Loan.** Unless the Order Form states otherwise, the first Order Form of a Client that, together with its Affiliates, has never had an Order Form under this Agreement begins with a Trial Month: TAT lends the Trial Equipment listed in the Order Form (by default one (1) device at one Site) at no charge for thirty (30) days from its Activation. No Fees accrue during the Trial Month and the Trial Month does not count toward the Paid Months. TAT ships the Trial Equipment at its own cost and, if the trial is cancelled, collects it at its own cost. Client will confirm in writing the Site and a delivery contact before shipment and will make the Trial Equipment available for the remote Self-Setup session within ten (10) days of delivery.
- (b) **Cancellation.** Client may cancel the Trial Month by written notice (email to siannini@thearomatrace.com) sent at least five (5) days before the Trial Month ends. Nothing is invoiced and Client will make the Trial Equipment available for collection under Section 8(d). TAT may end the trial early by written notice if Client breaches Section 8 or 11, if a complaint or adverse reaction is reported at the Site, or if the Trial Equipment has not been Activated within ten (10) days after delivery for reasons not attributable to TAT; nothing is invoiced in that case either.

- (c) **Continuation.** If Client does not cancel and the Order Form has been signed by both Parties, the Paid Months start on the day after the Trial Month ends. The Trial Equipment becomes Equipment of the Order Form and its Fees accrue from the first day of the Paid Months. TAT ships the remaining Equipment of the Order Form so that it is delivered no later than the first day of the Paid Months or, if the Order Form is signed less than ten (10) Business Days before that day, within ten (10) Business Days after signature, and offers Self-Setup sessions within three (3) Business Days of delivery; Client will attend a session within ten (10) days of delivery. Fees for each remaining device accrue from its Activation, including deemed Activation under Section 1(e). Where delivery is late for reasons attributable to TAT, no Fees accrue for the affected device until its Activation, the Initial Term is not extended and Client has no other remedy for the delay. The Activation Notice states the resulting dates.
- (d) **Rules during the trial.** This Agreement applies in full to the Trial Equipment and the Trial Month, including Sections 8 (Equipment), 10 (Connectivity and Data), 11 (Fragrances, Safety and Intellectual Property), 12 (Limitation of Liability), 13 (Indemnification) and 14 (Insurance) and Client's responsibility for loss, theft and damage. For the purpose of Section 12(b), TAT's total liability in connection with the Trial Month will not exceed the greater of one (1) month of the Fees stated in the Order Form for the Trial Equipment and USD 500, subject to the exceptions in Section 12(c). A Client, or an Affiliate of a Client, that has or has had an Order Form under this Agreement is not entitled to a Trial Month when it adds Sites or devices or signs a new Order Form, unless TAT grants one in that Order Form.
- (e) **Trial without a signed Order Form.** Where the Trial Month started on Client's written confirmation under Section 1(g) before the Order Form was signed, the Paid Months start only once the Order Form is signed by both Parties, and the Trial Month still ends on its last day. If the Order Form has not been signed when the Trial Month ends, TAT may extend the trial in writing for a stated period or end it by written notice. If Client neither cancels under paragraph (b) nor makes the Trial Equipment available for collection within five (5) Business Days after the Trial Month, as extended, ends without a signed Order Form, Client will pay, for each day the Trial Equipment remains at the Site, a use fee equal to the Daily Rate of the list Fee for that device under the Standard Service Plan for a twelve (12) month term, counted from the later of that day and five (5) Business Days after TAT delivers a prepaid label or notifies a collection date, until the device is handed to the carrier or collected or an Order Form is signed, and TAT may deactivate the device remotely. The use fee is not a renewal or extension of the trial and does not start the Paid Months; Sections 8(c) and 8(d) apply.
- Where the Trial Month began before the Order Form was signed, the Paid Months begin on the later of the day after the Trial Month ends and the Order Form Date, and within two (2) Business Days after the Order Form Date TAT sends a superseding Activation Notice stating the first day of the Paid Months, the Stub Period and its amount, Paid Month 1, the last day of the Initial Term and any non-renewal deadline; it replaces any earlier notice as to those dates only.

3 Term, Renewal and Non-Renewal

- (a) **Initial Term.** The Initial Term begins on the first day of the Paid Months stated in the Order Form and lasts the Stub Period plus that number of Paid Months. The Order Form states one of the two renewal modes below in a conspicuous notice on its first page and above the signature block. If none is stated, the automatic renewal mode in paragraph (b) applies.
- (b) **Automatic renewal (standard).** At the end of the Initial Term and of each Renewal Period, the Order Form renews automatically for a further Renewal Period of the same number of whole calendar months as its Paid Months, beginning on the day after the current period ends, unless either Party gives written notice of non-renewal at least sixty (60) days before the end of the current period. Client acknowledges the automatic renewal by initialing the notice in the Order Form or, where the Order Form is executed electronically, by completing the required initials field for that notice, which TAT's signature platform records. Client gives notice of non-renewal by email to siannini@thearomatrace.com; no other formality is required (Section 20(a)).
- (c) **Renewal Fees and reminders.** TAT will notify Client of the Fees for the renewal period, or that the current Fees continue, no later than ninety (90) days before the end of the current period; renewal Fees notified later do not apply to that renewal period and the current Fees continue, subject to Section 4(f). TAT will send Client written renewal reminders between one hundred twenty (120) and twenty-five (25) days before the end of the current period, identifying this Section, the renewal period, the renewal Fees (stated conspicuously where they differ from the current Fees), the non-renewal deadline and how to decline, by email to the notice addresses in the Order Form and by certified mail, courier or personal delivery to Client's physical notice address in the Order Form. At least one reminder is sent before the non-renewal deadline and within every window prescribed by the State Compliance Rider; a reminder sent after the deadline is a courtesy only. If TAT sends no reminder before the deadline, Client may give notice of non-renewal until the later of the end of the current period and thirty (30) days after TAT sends a compliant reminder, and the Order Form then ends at the later of the end of the current period and that notice, without the Early Termination Amount.
- (d) **State law.** Where the law of the state in which a Site is located, or of the state of Client, prescribes for automatic renewals a notice window, a delivery method, a deadline, a disclosure or a cancellation channel, the State Compliance Rider of the Order Form states it and TAT will comply with it in addition to this Section; in particular, for Sites in New York TAT serves the reminder personally or by certified mail between ninety (90) and seventy-five (75) days before the end of the current period.

- If a renewal under this Section is held inoperative or unenforceable for want of a notice or disclosure required by such a law, the current period ends on its stated end date; if Client continues to use the Services after receiving TAT's written notice of the monthly terms, the Services continue for the affected Sites on a month-to-month basis at the Fees in force, to the extent permitted by applicable law, until either Party gives thirty (30) days written notice, and Section 5 does not apply to that continuation; otherwise paragraph (f) applies. Where mandatory law requires the calendar date of the first non-renewal deadline to appear in the contract when it is entered into, an Order Form uses automatic renewal only if that date is stated in its signed or initialed renewal disclosure, and otherwise uses the fixed-term mode of paragraph (e).
- (e) **Fixed term (when stated in the Order Form).** The Order Form ends at the end of the Initial Term without automatic renewal. TAT will present renewal terms no later than thirty (30) days before that date. If no renewal Order Form has been signed when the Initial Term ends, the Services end and TAT collects the Equipment under Section 8, unless TAT, at its sole option, agrees in writing to continue the Services on a month-to-month basis at the then-current Fees while a renewal is finalized; either Party may end month-to-month Services with thirty (30) days written notice.
- (f) **Equipment remaining after the end.** If any Equipment remains at a Site after an Order Form ends without a signed renewal Order Form, a month-to-month continuation under paragraph (d) or TAT's written agreement under paragraph (e), Section 8(d) governs its collection and any use fee: Client will make it available for collection and, for each day it remains at the Site after the Return Due Date, whether or not TAT has deactivated it, will pay a use fee equal to the Daily Rate of the last Fees, charged once; no use fee accrues while Client has timely made the Equipment available and TAT has not collected it. The use fee is not a renewal, an extension or a month-to-month agreement; TAT may continue or stop the Services and refills at its discretion during that period and may deactivate the Equipment remotely fifteen (15) days after the end date. TAT's acceptance of a use fee or issuance of an invoice after the end date does not create a new term.

4 Fees, Taxes, Invoicing and Payment

- (a) **Fees and taxes.** Fees are stated in the Order Form per device and per month, in United States dollars and exclusive of taxes. Client will pay, or reimburse TAT for, all sales, use, rental, gross receipts, excise and similar taxes, fees and surcharges imposed by any jurisdiction on the Fees, the lease of the Equipment, the fragrance, the Services, the Replacement Cost, extra refills, Technical Visits and any other amount charged under an Order Form, whether invoiced with the Fees or assessed later. Taxes are determined by the location of each Site as stated in the Order Form; TAT determines the taxable characterization of each charge under the law of the state where the Site is located and may state the lease and service components separately on the invoice for that purpose. If a taxing authority determines that a tax was due on an amount invoiced under an Order Form and was not collected, Client will pay that tax to TAT within thirty (30) days of a corrected invoice; TAT bears interest and penalties attributable to its own failure to register or remit on time, and Client bears those attributable to its inaccurate information, change of use or invalid exemption certificate. TAT is responsible for taxes on its own income and for property taxes on the Equipment. If Client claims an exemption it will provide a valid exemption certificate before the first invoice and will notify TAT within thirty (30) days of any change affecting the taxability of a Site.
- (b) **Invoicing and place of performance.** Fees are invoiced monthly in advance on the first day of each calendar month and are due within thirty (30) days of the invoice date. If the Paid Months start on a day other than the first day of a calendar month, the Stub Period is invoiced together with Paid Month 1 on the first invoice, prorated at the monthly Fee divided by the number of days of that calendar month and multiplied by the days of the Stub Period; a device Activated after the first day of the Paid Months is invoiced from its Activation, prorated in the same way, and ends with the Order Form. Paid Months are whole calendar months, so the Fees for the Initial Term equal the Paid Months multiplied by the monthly Fee, plus the Stub Period.

Amounts that arise during a calendar month (the Fees of a device from its Activation at the Daily Rate, extra refills, Technical Visits, use fees, Replacement Costs and repair costs, taxes assessed later, and credits under Sections 4(k) and 9(c) or an Addendum) are itemized by device and Site and included in the next monthly invoice, unless this Agreement states that an amount is invoiced with the final invoice. Every invoice issued under an Order Form is due thirty (30) days after its date unless a Rider states otherwise, and “due date” means that day. No security deposit, set-up fee or purchase of Equipment is required. All amounts due to TAT are payable at TAT’s principal place of business in Miami-Dade County, Florida, or to the bank account in Florida that TAT designates, and all Equipment returned by shipment is delivered to TAT at that address; Client acknowledges that it is contracting with a Florida business, that TAT administers the Order Forms, the platform and the Services from Florida, and that these obligations are to be performed in Florida for the purposes of Fla. Stat. § 48.193(1)(a)7.

- (c) **Standard payment method.** Client authorizes TAT to debit the bank account (ACH) or charge the payment card that Client registers through the secure authorization link of TAT’s payment processor (account and card numbers are never written on the Order Form or sent by email) for the amount of each invoice issued under the Order Form: (i) the monthly Fees and applicable taxes, on the due date of the invoice or the next Business Day; and (ii) extra refills, Technical Visits, Replacement Costs, use fees, taxes assessed later and any amount due under Section 5, on the due date of the invoice that itemizes that amount, unless Client has disputed the amount in writing under paragraph (h) before that day. TAT sends each invoice at least ten (10) days before the debit; where the amount of a recurring debit changes, the invoice stating the new amount is the notice of the change. A returned or declined debit is invoiced at TAT’s bank charge, not exceeding USD 25, and may be re-initiated once. Client will keep the authorization current, may replace the account or card at any time, and may revoke the authorization with thirty (30) days written notice only by designating another payment method acceptable to TAT. Where the Order Form states that Client is invoiced through its accounts-payable department, payment is made by wire, ACH transfer or check within thirty (30) days of the invoice date instead.
- (d) **Late payment and non-payment.** Any amount not paid within thirty (30) days after its due date bears simple interest, not compounded, from the 31st day after the due date until paid, at the rate stated in the Order Form, which is 1.5% per month (18% per year) unless the State Compliance Rider states a lower rate for the state of a Site or of Client, and in no event more than the maximum rate permitted by applicable law, plus reasonable costs of collection including attorneys’ fees. If any interest charged exceeds the maximum lawful rate, the excess is applied to principal and any surplus refunded; the Parties intend that no interest be charged above that rate. TAT may send a written notice of non-payment at any time after the due date. If any amount remains unpaid ten (10) days after that notice, TAT may suspend the Services, including by remote pausing of the devices and withholding of refill shipments and visits, until payment in full; Fees accrue during suspension and TAT restores the Services within two (2) Business Days after payment in full of all amounts due.

If the amount remains unpaid thirty (30) days after that notice, TAT may terminate the affected Order Form under Section 16 with effect on the date stated in its termination notice, and the Early Termination Amount is calculated from that date.

- (e) **Duties and tariffs.** Except for the adjustments in this paragraph and in paragraph (f), Fees are not increased during the Initial Term. The reference rates are the ad valorem customs duty rates paid on TAT's customs entries for each device model and for the fragrance on the Order Form Date, as stated per model and product in the Order Form or, for a model added later, in its Change Order. If, after the Order Form Date, the ad valorem rate of customs duties, tariffs or import taxes applicable to (i) the fragrance supplied for Client's devices or (ii) Equipment that TAT imports after that date to supply or replace Client's devices increases by more than ten (10) percentage points above the reference rate, TAT may increase the Fees of the devices that use that fragrance or Equipment, on sixty (60) days written notice accompanied by the customs entry data or other supporting detail, by an amount per device per month equal to, for Equipment, the additional duty paid or payable on a replacement device of the same model divided by thirty-six (36), and, for fragrance, the additional duty per refill multiplied by the annual refills of the Service Plan divided by twelve (12). If the increase for a device exceeds five (5) percent (5%) of its Fee, Client may, within thirty (30) days after TAT's notice, notify TAT that it removes that device without the Early Termination Amount; TAT may, within ten (10) days after Client's notice, withdraw the adjustment for that device, in which case the device stays at the unadjusted Fee. The same mechanism applies in reverse if such rates decrease by more than ten (10) percentage points. The adjusted Fees apply from the first invoice issued after the notice period ends; a device that Client removes under this paragraph leaves the Order Form on the day before that invoice date, its Fees accrue through that day at the Daily Rate and it is collected under Section 8(d). This adjustment is independent of, and not counted in, paragraph (f).
- (f) **Annual adjustment.** For Order Forms with an Initial Term of 24 or 36 Paid Months, the Fees are fixed for the first twelve (12) Paid Months and are adjusted on the first day of Paid Month 13 and on each anniversary of that date by the percentage change over the preceding twelve (12) months in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, not seasonally adjusted, published by the U.S. Bureau of Labor Statistics, using the most recent index published at least one month before the adjustment date, provided that no annual adjustment will exceed 5% or be less than 0%.

TAT will notify Client in writing of the adjusted Fees and the index values used at least thirty (30) days before the adjustment date, and the first invoice issued on or after that date applies them; if TAT gives the notice late, the adjustment applies from the first invoice issued at least thirty (30) days after the notice, without retroactive effect, and the next anniversary date is unchanged. If the index is discontinued or materially changed, TAT will substitute the successor index published by the same authority or, failing that, a comparable national index of consumer prices. Order Forms with an Initial Term of twelve (12) Paid Months are not adjusted during the Initial Term. In a renewal period under Section 3, the renewal Fees notified under Section 3(c) are the base Fees and this paragraph applies again from the thirteenth month of the renewal period where the renewal period is 24 or 36 months.

- (g) **List prices.** TAT may update its list prices for extra refills, Technical Visits and other services billed separately with sixty (60) days written notice, keeping the subscriber discount in Section 6(b); updated prices apply to refills and services ordered after the notice period and do not affect the Fees of the Order Form.
- (h) **Payment not conditional; disputed invoices.** Client's obligation to pay the Fees and other amounts invoiced is independent of any claim Client may have against TAT. Client will not withhold, set off or deduct any amount from an invoice, and the Parties agree that Section 680.508(6), Florida Statutes, and any equivalent provision of U.C.C. Article 2A do not apply to this Agreement; Client's remedies for a failure of the Equipment or the Services are those in Sections 9 and 16(c), and any credit due under Section 9(c) is applied by TAT to the next invoice. If Client disputes an invoiced amount in good faith, it will pay the undisputed portion when due and notify TAT in writing within thirty (30) days after receiving the invoice, stating the amount disputed and the reason; the Parties will resolve the dispute under Section 20(c), no interest accrues on a disputed amount that is resolved in Client's favor, and TAT will not suspend or terminate under paragraph (d) for an amount disputed in accordance with this paragraph while the dispute is pending. An invoice not disputed within that period is accepted, without prejudice to the correction of manifest errors by either Party. Payments are applied first to costs of collection, then to interest, then to the oldest unpaid amounts; a payment marked as full or final settlement does not effect an accord and satisfaction unless TAT agrees in writing.
- (i) **Payments free of deductions.** All amounts are payable in United States dollars, in full and free of any withholding, deduction or bank charge. If Client is required by law to withhold or deduct any amount, it will pay such additional amount as leaves TAT with the amount it would have received without the withholding and will deliver to TAT the official receipt for the tax withheld. A Client established outside the United States will provide the tax forms and information TAT reasonably requests.

- (j) **Published rates; no most-favored-customer terms.** The Fees are TAT's published rates, term discounts and volume tiers in force on the Order Form Date, as applied to Client's devices, Service Plan and term, plus any conditional rate stated in an Addendum. TAT makes no representation that other clients pay the same or higher Fees and grants no most-favored-customer or price-matching right unless expressly stated in the Special Terms.
- (k) **Account volume tier.** Where the Order Form identifies an Account under Section 1(h), the volume tier of every Order Form of that Account is calculated on the total active, paying devices under all Order Forms of the Account, recalculated on the effective date of each Change Order and on the first day of each calendar quarter, and applied prospectively from the next invoice. If the Account total falls below the threshold of the current tier on a quarterly recalculation date, the current tier is held for the following two (2) calendar quarters; if the total is still below the threshold on the second of those dates, the lower tier applies from the next quarter. The combined term and volume discount remains capped as stated in the Order Form. TAT's platform records are the reference for active devices under Section 10(d), and TAT sends each Client of the Account a quarterly statement on request.

5 Early Termination by Client; Liquidated Damages

- (a) **Notice.** Client may terminate an Order Form, or remove devices from it, before the end of the Initial Term or of a renewal period by written notice stating the termination date, which may not be earlier than the 30th day after TAT receives the notice; if the notice states no date or an earlier date, the termination date is that 30th day.
- (b) **Early Termination Amount.** The Parties acknowledge that TAT produces and imports fragrance against committed volumes, amortizes the Equipment over the term and plans installation and logistics for the term, and that TAT's actual loss of bargain from an early termination would be difficult to determine.
Upon early termination or removal of devices under paragraph (a) or Section 15, or upon termination by TAT under Section 16(b), Client will therefore pay, as liquidated damages and not as a penalty, an amount (the "Early Termination Amount") equal to fifty (50) percent (50%) of the Fees for the terminated devices that would have become due after the termination date through the end of the current period, calculated at the recurring Fees in effect immediately before the notice of termination or removal, where the months remaining are the whole calendar months of the current period after the month in which the termination date falls plus, for that month, the days after the termination date divided by the days of that month; no reversion, tier recalculation or other increase caused by that termination or removal increases the Early Termination Amount.

The Early Termination Amount is in addition to Fees and other amounts accrued through the termination date at the Daily Rate; Fees already invoiced in advance for days after the termination date are credited on the final invoice, which states the accrued Fees, the credits and the Early Termination Amount, is issued within ten (10) Business Days after the termination date and is due thirty (30) days after its date. The Parties agree that this amount is reasonable in light of the harm anticipated at the time of contracting. TAT invoices it with the final invoice and collects the Equipment under Section 8.

- (c) **Exclusive measure.** The Early Termination Amount is the Parties' agreed and exclusive measure of TAT's damages for the loss of the Fees that would have accrued after termination, and TAT will not claim actual damages for that loss in addition to or instead of it. It does not limit Fees and other amounts accrued through the termination date, taxes, interest and costs of collection under Section 4, the Replacement Cost and the retrieval costs under Section 8 where Client fails to make the Equipment available, indemnities under Section 13, fees and costs under Section 20(e), or equitable relief to recover the Equipment or to protect Section 11.

6 Included Services, Refills and Consumables

- (a) **Included.** The Fees include, for each device: the use of the Equipment; the annual fragrance refills of the Service Plan stated in the Order Form, shipped by TAT to the Site on TAT's schedule or handed over during included service visits; the remote management platform and monitoring; remote technical support; Self-Setup; and shipping by ground carrier to any Site in the contiguous United States (shipping to Alaska, Hawaii and U.S. territories is quoted separately).
- (b) **Extra refills and exclusivity.** Refills beyond the Service Plan schedule are invoiced when shipped at the subscriber price stated in the Order Form, which is at least twenty (20) percent (20%) below TAT's list price. Fragrance and consumables for the Equipment may be purchased only from TAT. Use of third-party fragrances or refills voids the warranty in Section 9, may damage the Equipment and is a material breach. TAT may inspect, photograph and take samples of the contents of any refill container in the Equipment during a visit or on return of the Equipment; if a sample analyzed by an independent laboratory does not match the fragrance supplied by TAT, Client will pay the analysis cost, the Technical Visit and any repair or Replacement Cost, and TAT may terminate the affected Order Form under Section 16. The Equipment Register, the platform log and TAT's delivery records are presumptive evidence of the refills supplied to each Site and of the fragrance in use.
- (c) **Consumption, substitution and product rules.** Refills of the Service Plan are counted per device and per Contract Year; unused refills do not carry over and are not credited.

If the platform shows that a device has consumed, or at its current settings will consume, more than the Service Plan schedule for the Contract Year by ten (10) percent (10%) or more, TAT will notify Client and propose a plan change; refills requested by Client or required by the device beyond the schedule are extra refills under paragraph (b). TAT may substitute a fragrance of equivalent olfactory profile if a component becomes unavailable or non-compliant, with notice to Client. If the law of the state of a Site restricts the supply, labeling or volatile organic compound content of a fragrance or spray product (including consumer product regulations such as 6 N.Y.C.R.R. Part 235 and 17 C.C.R. § 94509), TAT will supply a compliant formulation or a fragrance of equivalent olfactory profile and may decline to supply a product that cannot be made compliant, without liability; if no compliant substitute is accepted within thirty (30) days of TAT's notice, the affected devices or products leave the Order Form without the Early Termination Amount.

- (d) **Refill replacement modes.** "Self-service" (the default): TAT ships each refill to the Site with written instructions; Client replaces it within five (5) Business Days of receipt, stores refills as instructed under Section 11(a) and keeps empty containers for collection where TAT so requests; remote guidance is included. "TAT service": TAT's technician replaces the refills on site during the included monthly visits of Section 7(c); TAT service is available only at Sites that qualify for those visits, unless the Order Form states for a Site the number of replacement visits per year that are included and their price, if any, and any replacement visit not so stated is a Technical Visit. The Fees are the same in both modes unless the Order Form states a discount.
- (e) **Plan and fragrance changes.** Client may change the Service Plan of an Order Form or the fragrance of a Site by Change Order. An upgrade takes effect from the next invoice; a downgrade takes effect from the first invoice of the next Contract Year. A fragrance change is made with the next scheduled refill at no charge or, if Client wants it earlier, at the extra refill price for the bottles replaced; a change of a Premium Scent formula requires ninety (90) days notice and the development terms stated in the Change Order; a Technical Visit is invoiced only where Client asks TAT to perform the change on site at a Site without included visits.
- (f) **Safety notices, recalls and withdrawals.** TAT may at any time, by written notice, instruct Client to pause or stop using a device, fragrance or refill lot, and may recall, replace, update or withdraw it (a "Safety Action"). Client will comply within forty-eight (48) hours of the notice, or immediately where the notice so states, will make the affected items available to TAT and will follow TAT's return or disposal instructions; Client will not resell, donate or transfer withdrawn items. TAT will ship replacement Equipment of equal or better capability, or a fragrance of equivalent olfactory profile, at its cost within five (5) Business Days after the Safety Action notice. A Safety Action is not a failure or default of TAT and gives no right to credit or termination, except that the credit in Section 9(c) applies if a replacement is not delivered within fifteen (15) days of the notice, and Client may remove the affected devices under Section 9(c) if no replacement is available within forty-five (45) days.

7 Installation, Self-Setup, Technical Visits and Site Safety

- (a) **Definitions. “Self-Setup”** means delivery of the Equipment to the Site with remote guided placement and Activation by TAT; it is included in the Fees. **“On-site Installation”** means a technician visit to place, mount and Activate the Equipment; it is included at no charge for any Site with ten (10) or more devices under the Order Form and for Order Forms with an Initial Term of thirty-six (36) Paid Months, and is otherwise invoiced as a Technical Visit.
- (b) **Site readiness and mounting.** Client provides, at its cost and before installation, accessible grounded standard power outlets within reach of the power cord supplied by TAT (no extension cords or power strips unless TAT approves in writing), a location agreed with TAT and, for WiFi Devices, network access. Client will disclose before installation the wall or ceiling construction at each placement (drywall, masonry, glass, tile, partition) and any hidden utilities, and confirms that the substrate can safely bear the Equipment. Equipment is mounted only by TAT or, in Self-Setup, strictly according to TAT’s written placement and mounting instructions and using the mounting hardware supplied by TAT; Client will not mount Equipment above the height, or on substrates other than those, stated in those instructions. Client will not relocate, move, lift, open or alter the Equipment, or allow its contractors to do so, without TAT’s written consent, and will instruct its staff and cleaning contractors accordingly. If on the agreed installation date the Site does not meet these requirements or access is not provided, the visit is invoiced as a Technical Visit even where installation would otherwise be included. If TAT is ready to deliver or Activate contracted Equipment on the scheduled date but Client postpones delivery or installation, refuses delivery, denies access or has not made the Site ready, Fees for the affected devices begin ten (10) days after TAT gives written notice of readiness; risk of loss does not pass before actual delivery.

- (c) **Technical Visits.** Technical Visits (installation support, fragrance changes, troubleshooting or any request requiring a technician on site) are invoiced at USD 299 per visit, including two (2) hours on site with forty-eight (48) hours notice, plus USD 125 per additional hour. Sites with thirty (30) or more devices receive monthly on-site service visits at no charge. Visits requested for issues caused by Client (power, network, relocation, tampering, unauthorized refills) are invoiced even where visits would otherwise be free, as is a scheduled visit that Client cancels or reschedules with less than twenty-four (24) hours notice or for which access is not provided. A visit that TAT schedules under Section 9(b) to cure a failure covered by Section 9(a) is at no charge. Client designates for each Site a contact who receives the platform alerts (empty bottle, device unplugged, cover opened, offline) and acts on them following TAT's instructions. After each visit TAT provides a service report identifying the Site, date, devices inspected, refills installed, settings changed, work performed and unresolved items, which Client's Site contact may acknowledge electronically.
- (d) **HVAC Devices.** Where the Order Form includes an HVAC Device:
- (i) Client represents that the HVAC system serving the zone is in good working order and maintained on the manufacturer's schedule, and that Client has obtained the consent of the owner of the Site, of any landlord or association and of the maintenance provider of the HVAC system, has confirmed with that provider that the connection point does not affect any fire or smoke damper, smoke detector, energy recovery device or return air path and does not void any equipment or service warranty, and has obtained any mechanical permit required by the authority having jurisdiction;
 - (ii) Client will disclose before installation any known condition of the HVAC system (leaks, moisture, existing mold or microbial growth, damaged insulation, restricted access) and any zone serving healthcare, food-preparation or other sensitive areas;
 - (iii) the opening of the duct, the fitting of the injection port and the sealing of the penetration are performed, following TAT's written connection specification and at a single access point on the supply side indicated by TAT, by a mechanical or air-conditioning contractor licensed for that work in the state and municipality of the Site, engaged by Client at its cost unless the Order Form states that TAT engages the contractor as its subcontractor and invoices Client the contractor's cost plus the Technical Visit rates; TAT places the unit, connects it to power, Activates it and sets its program, and does not otherwise modify, balance, clean, filter or service the HVAC system, its structure, controls, filters or dampers;
 - (iv) the HVAC Device diffuses fragrance only; TAT does not treat or purify the air handled by the HVAC system, does not warrant indoor air quality, and is not responsible for the condition, performance, maintenance, cleaning or inspection of the HVAC system, its ducts or its filters, which remain Client's responsibility;
 - (v) Client will inspect the connection point at each filter change, will notify TAT before any HVAC work that may affect the unit, and will report any leak, residue or abnormal condition within two (2) Business Days;

- (vi) claims arising from the condition of the HVAC system are Client's responsibility under Section 13(a); and
 - (vii) if a permit or a licensed contractor is not available at reasonable cost, the Parties substitute another device by Change Order without the Early Termination Amount for the substituted units. The connection point and its condition are recorded in the Installation Acceptance.
- (e) **Installation Acceptance and inspection.** On completion of each installation (On-site Installation or Self-Setup), TAT records in the Equipment Register, and Client confirms by electronic acceptance within five (5) Business Days (in Self-Setup, with photographs of each placement and mount), the model and serial number of each device, its Site, and the placement, mounting method, height, substrate and, for HVAC Devices, the connection point of each device (the "Installation Acceptance"). TAT records these in a Delivery and Acceptance Record, which Client accepts by signature or by electronic acceptance; absent objection within that period the Delivery and Acceptance Record and the installation are accepted and the serial numbers it lists are the devices leased under that Order Form. A Delivery and Acceptance Record does not require a Change Order and does not reopen the Order Form. After Installation Acceptance, Client will visually check the Equipment and its mounts at least monthly and at every refill, and will report loosening, movement, leakage, damage or interference within two (2) Business Days; TAT will re-secure or replace the affected device under Section 9. Equipment found relocated or remounted contrary to the Installation Acceptance is Client's responsibility under Sections 8(c) and 13(a).
- (f) **Site safety and access.** Client will provide TAT's personnel and subcontractors with safe access to the placement points, will disclose known hazards at the Site (asbestos, energized or concealed lines, unstable ceilings or fixtures, security or animal risks) and its safety rules, and will keep the work area clear during visits. TAT's personnel bring their own ladders and tools, follow Client's reasonable safety, security and guest-privacy rules and do not perform work on the building's structure, electrical installation or HVAC system beyond the connection described in paragraph (d). Each Party is responsible for its own employees under workers' compensation law and for their compliance with applicable safety standards. The Parties intend that placement and mounting of the Equipment is routine installation of movable equipment and not construction, alteration or repair of the building; where the law of the Site state nevertheless imposes liability on owners or lessees for such work, TAT's indemnity under Section 13(b) applies only to the extent of TAT's negligence.

8 Equipment: Ownership, Care, Risk of Loss and Return

- (a) **Ownership; true lease.** The Equipment remains at all times the sole property of TAT. This Agreement is a true lease and a bailment for hire, not a sale, a conditional sale or a security agreement; Client has no option to purchase and acquires no ownership or equity interest. The Parties intend that the lease of the Equipment under each Order Form be governed by Chapter 680, Florida Statutes (U.C.C. Article 2A), that the Fees include rent for the use of the Equipment, and that the Services are ancillary to that lease; where an Order Form or invoice allocates the Fees between Equipment rent and Services, that allocation applies. Client will keep the Equipment free of liens, claims and encumbrances, will not remove or cover identification labels, will use the Equipment only at the Site and as indicated by TAT, and will notify TAT within two (2) Business Days of any loss, theft, damage, malfunction, seizure or claim affecting the Equipment.
- (b) **Protective filings.** Client authorizes TAT to file, at TAT's cost, precautionary financing statements and fixture or informational filings describing the Equipment in any jurisdiction, including the jurisdiction in which Client is organized, using the terms "lessor" and "lessee" and stating that the filing is precautionary under U.C.C. § 9-505, solely to give notice of TAT's ownership, and agrees that such filings do not convert this Agreement into a security agreement. Client will notify TAT in writing at least thirty (30) days before changing its legal name, form or state of organization. On TAT's request, and before wall mounting or HVAC connection where TAT so requests, Client will use reasonable efforts to obtain from the owner, landlord or mortgagee of the Site a written acknowledgment that the Equipment is TAT's personal property and is not subject to their liens. If a transaction under this Agreement is determined not to be a true lease, Client grants TAT a first-priority security interest in the Equipment, its replacements, additions and identifiable proceeds to secure all obligations relating to that Equipment, and authorizes financing statements and amendments describing that collateral.
- (c) **Risk of loss; Replacement Cost; repairs.** Client bears the risk of loss, theft and damage to the Equipment from delivery to the Site until collection by TAT (including during the Trial Month), other than normal wear and failures covered by Section 9. For Equipment that is lost or stolen, or that TAT determines in a written report to be damaged beyond economical repair, Client pays the Replacement Cost stated in the Order Form, plus applicable taxes. For repairable damage not covered by Section 9, Client pays TAT's reasonable, documented repair cost, not exceeding the Replacement Cost. Where what is lost or damaged is an accessory, mount, power adapter, bottle, cap or other part that TAT replaces separately without replacing the device, Client pays TAT's reasonable, documented cost of that part plus shipping and applicable taxes, and the Replacement Cost of the device does not apply;

TAT states the price of the part in writing before replacing it, and Client may source an equivalent part itself only where TAT confirms in writing that it is compatible. The Replacement Cost applies only where the device itself is lost or stolen or is damaged beyond economical repair. The Replacement Cost includes one fragrance charge for the replacement device: no separate refill charge applies for the fragrance lost inside a device for which the Replacement Cost is paid, and the charge supplied with the replacement device does not count against the refills of the Service Plan for that Contract Year. Refills lost, stolen or damaged separately from a device are charged at TAT's documented cost of replacing them plus shipping, not at the subscriber price of Section 6(b), which applies only to refills Client orders. Ownership of damaged Equipment stays with TAT, which may collect it; if TAT recovers and returns to service a device for which Client has paid the Replacement Cost, TAT credits Client the Replacement Cost less TAT's documented repair, logistics and configuration costs.

- (d) **Return.** When an Order Form ends or a device is removed, TAT collects the Equipment at its own cost within the Retrieval Period, either by a technician visit on a date notified in writing with at least five (5) Business Days notice or by sending Client a prepaid shipping label with packing material and instructions; in the latter case Client packs the Equipment and hands it to the carrier within five (5) Business Days of receiving the label, and the carrier's pickup record is the return date. Client will not unmount wall-mounted or HVAC-connected Equipment and will not ship Equipment or refills by its own carrier; TAT unmounts such Equipment during the collection visit and is not responsible for the finish of the mounting surface beyond the mounting holes, and refills are collected and transported only by TAT or its carriers. Client makes the Equipment available complete, with its accessories, mounts and unopened refills, in the condition of normal wear; an accessory, mount or part missing or damaged at collection is charged as a part under paragraph (c) and does not make the device's Replacement Cost payable; opened refills and fragrance inside the device remain TAT's property and are collected with it, and no credit is due for refills of the Service Plan not used. The "Return Due Date" is the notified collection date or the fifth (5th) Business Day after Client receives the prepaid label and packing material, and not earlier than the end of the Retrieval Period.

If the Equipment is not made available by the Return Due Date, Fees accrue for it from the following day at the Daily Rate (the use fee of Section 3(f) where that Section applies, charged once) until the earlier of the date it is made available and the date the Replacement Cost becomes payable, Client pays TAT's reasonable costs of the failed and repeated retrieval and, if the Equipment has still not been made available fifteen (15) days after the end of the Retrieval Period, the Replacement Cost, with the credit on later recovery stated in paragraph (c). A cancellation of the Trial Month under Section 2(b) carries no retrieval cost.

- (e) **Access.** TAT and its subcontractors may enter the Site at times agreed with Client or, failing agreement, during Client's normal operating hours with at least two (2) Business Days notice, to inspect, service or retrieve the Equipment, complying with Client's reasonable security, safety and guest-privacy rules notified in advance and accompanied by Client's representative where Client so requires, and Client grants TAT a license to do so for the term of the Order Form and the Retrieval Period.

Where the law of the state in which the Site is located does not permit a lessor to retrieve leased property by consent given in advance (including Louisiana, La. R.S. 9:3329), TAT retrieves the Equipment only with Client's contemporaneous consent or by judicial process, at Client's cost where Client is in default.

9 Service Warranty, Cure Process, Sole Remedy and Claim Notice

- (a) **Warranty.** TAT warrants that during an Order Form the Equipment will operate in accordance with the Specifications when used as instructed. “**Specifications**” means the technical data sheet for each device model identified by title, version and date in the Order Form or, for replacement or successor devices, recorded in the Equipment Register; marketing materials, web pages, proposals and verbal statements are not Specifications. Failures caused by misuse, tampering, unauthorized fragrances or refills, relocation, mounting by Client contrary to instructions, power or network conditions at the Site, or events covered by Section 8(c) are excluded. Because scent perception varies between people and adapts over time, a complaint about the intensity, character or perceptibility of a fragrance is not a failure of the Equipment or the Services; TAT will review it remotely with Client's Site contact using its checklist and adjust the settings or propose an alternative fragrance under Section 6(e), and a fragrance performance issue is treated as a failure at a Site only where the platform data or a Technical Visit confirms a defect in the devices or the refills concerned.
- (b) **Cure process.** Client reports a failure by email to siannini@thearomatrace.com or through the platform; no period below runs before the report. TAT will respond and attempt a remote fix within two (2) Business Days after the report. If the failure is not fixed remotely within that period, TAT will, within five (5) Business Days after the report, ship replacement Equipment or schedule a Technical Visit for a date within ten (10) Business Days after the report. Periods are suspended only while TAT is waiting, after a specific written request, for access to the Site or for information that only Client can provide. Where TAT ships replacement Equipment, Client will Activate it under Self-Setup within five (5) Business Days of delivery and return the failed device with the prepaid label supplied within ten (10) Business Days of receiving the replacement; a failed device not returned within thirty (30) days is invoiced at its Replacement Cost. The replacement takes the place of the failed device in the Order Form at the same Fee and is recorded in the Equipment Register by serial number.
- (c) **Sole remedy.** If a device remains out of service for more than fifteen (15) days from Client's report for reasons attributable to TAT, Client's sole and exclusive remedy is a credit of the Fees for that device prorated by day from the sixteenth (16th) day until service is restored. A failure reported under paragraph (b) is treated as attributable to TAT unless TAT shows, with the device data or the technician's report, that it falls within an exclusion in paragraph (a).

No credit applies to shorter interruptions or to interruptions caused by Client. If the same device fails three (3) times in any ninety (90) day period, or remains out of service for more than forty-five (45) days for reasons attributable to TAT, Client may remove that device from the Order Form without the Early Termination Amount, which is Client's only additional remedy for that device;

Section 16(c) governs an uncured material breach of the Order Form as a whole. If the exclusive remedies in this Section are held to fail of their essential purpose, Client's remedy is limited to the refund of the Fees paid for the affected device for the period during which it was out of service for reasons attributable to TAT and the removal of that device without the Early Termination Amount, subject in all cases to Section 12.

- (d) **Claim notice.** Client will notify TAT in writing of any claimed failure, defect or non-conformity of the Equipment, the fragrance or the Services within thirty (30) days after Client discovers or should have discovered it; credits under this Section accrue only from the date of Client's report. This paragraph does not apply to claims for bodily injury or damage to tangible property, or to third-party claims, which are governed by Sections 12 and 13.

(e) **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED IN THIS SECTION AND IN SECTION 11, TAT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TAT DOES NOT WARRANT ANY COMMERCIAL, MARKETING OR BEHAVIORAL RESULT FROM THE USE OF SCENT AT THE SITE. THE FRAGRANCES ARE NOT PESTICIDES, DISINFECTANTS OR AIR PURIFIERS AND TAT MAKES NO CLAIM OF THAT KIND. TAT DOES NOT WARRANT UNINTERRUPTED CONNECTIVITY OF THE PLATFORM, WHICH DEPENDS ON CELLULAR AND INTERNET NETWORKS OUTSIDE TAT'S CONTROL; A TEMPORARY LOSS OF CONNECTIVITY DOES NOT SUSPEND THE FEES WHILE THE EQUIPMENT CONTINUES TO DIFFUSE.

10 Connectivity, Data and Records

- (a) **Connectivity.** Cellular Devices connect through a SIM included in the Fees; TAT selects the carrier and may change it. WiFi Devices connect through Client's 2.4 GHz WiFi network, which Client provides, secures and maintains at its cost. Where a device cannot obtain coverage at the installation point, it continues to diffuse on its last program but TAT cannot monitor it or receive alerts; TAT may propose relocation or a different device.
- (b) **Data and security.** The platform collects device operating data (fragrance level, schedule, intensity, the Site at which the device is installed, alerts and settings changes). TAT owns and may use this data to provide, secure and improve the Services and for aggregated analytics. TAT does not collect personal data of Client's customers through the Equipment. Client contact, user and billing data ("Client Data") are processed only to perform this Agreement, under TAT's privacy policy, which TAT provides with the Order Form, and applicable law. TAT maintains reasonable administrative, technical and physical safeguards, appropriate to its size and to the nature of the information, to protect Client Data; bank account and payment card numbers are collected and stored only through TAT's payment processor in tokenized form, never in an Order Form or in email. TAT will notify Client without undue delay, and in any event within every period required by the law applicable to the affected information or persons, after confirming unauthorized access to Client Data (or from discovery, where the applicable law so counts), describing the data affected and the measures taken, and will cooperate in any notice Client must give. Client is responsible for the security of its own network, credentials and devices used to access the platform; actions taken on the platform with Client's credentials are attributed to Client until Client reports the credentials as compromised, which it will do without delay. Claims relating to Client Data are subject to Section 12.
- (c) **Text alerts.** If Client asks TAT to send service alerts by text message, Client (i) confirms that each number belongs to a person acting for Client's business who has agreed to receive service messages from TAT at that number, (ii) will keep a record of that agreement and inform TAT within five (5) Business Days when a number is reassigned or the person leaves Client, and (iii) is responsible under Section 13(a) for messages sent to numbers provided without that agreement. TAT sends only service and account messages to those numbers, identifies itself in each message, and honors any request to stop, made by replying STOP or by any other reasonable means, within ten (10) Business Days.

- (d) **Records.** TAT's platform records and the Equipment Register are the reference, absent manifest error, for the Activation date of each device, the devices active at any time and their Site, out-of-service periods and the cause the platform diagnoses, the settings in force and the changes made to them and by whom, fragrance consumption, and the refills shipped and their dates. TAT gives Client access to the platform for its Sites or, on request, an extract of these records within five (5) Business Days. A Party disputing a record will state its grounds in writing within thirty (30) days of receiving it or of the invoice based on it.

11 Fragrances, Safety and Intellectual Property

- (a) Fragrance standards, safety data sheets, labels and storage. TAT develops its fragrances following the standards of the International Fragrance Association (IFRA). TAT represents that the fragrances it supplies are lawfully imported into the United States, including the certification required at entry under the Toxic Substances Control Act, and that each shipped container bears the label, and is accompanied by the safety data sheet, required by the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200, as in force on the shipment date. TAT provides the safety data sheet of each fragrance with the first shipment to Client, with the first shipment after the safety data sheet is updated, and at any time on request, by email or through the platform. Client, as the employer at each Site, will keep the safety data sheets accessible to its personnel and include the fragrances in its hazard communication program where required by law. TAT's nebulization fragrances are not classified as flammable liquids, as stated in their safety data sheets; like other fragrances they may contain substances that can cause sensitization in some individuals, which are disclosed in the safety data sheet of each fragrance; refills are nevertheless chemical products, so Client will store them upright in their original closed containers, in a cool, ventilated area away from heat, food and public access, in the conditions stated in the safety data sheet and TAT's instructions; will not hold at a Site more than the refills scheduled for the next three (3) months unless TAT agrees in writing; will train the personnel who handle refills on the safety data sheet; will clean spills as the safety data sheet indicates and report any spill of a full container to TAT within two (2) Business Days; and will return empty containers to TAT or dispose of them as the safety data sheet and local law require. Fragrance can mark porous, painted, varnished or fabric surfaces; Client will place the Equipment as instructed, keep the clearance from finishes stated in the instructions and report leaks or residue within two (2) Business Days, and TAT is not responsible for staining or damage to finishes or contents except to the extent caused by a Defect or by TAT's negligent installation or service. TAT recommends, and will lock remotely where the device permits, the intensity and schedule of each device at levels appropriate for the Site; Client will not increase intensity or extend the schedule beyond TAT's recommendation, whether through the platform, the device controls or a request to TAT, and any such increase made or requested by Client is Client's decision under Section 13(a) and is recorded by the platform log. TAT makes no claim that the fragrances disinfect, sanitize, kill or control bacteria, viruses or other organisms, or purify air, and Client will not make any such claim in connection with the Services.
- (b) **Equipment certifications and electrical safety.** The radio modules incorporated in the Cellular Devices and WiFi Devices carry their own equipment authorization from the Federal Communications Commission. TAT records the FCC identifiers and certification numbers of each model in the Equipment Register and provides copies of the certificates on request.

- The Equipment is intended for indoor commercial use as instructed. Client will power the Equipment only with the adapter supplied by TAT, from a grounded outlet, without extension cords, power strips, timers or adapters not approved by TAT in writing; will not use it outdoors, in wet locations, near open flame or heat sources, or in hazardous (classified) locations; and will unplug and report within one (1) Business Day any device that shows heat, a burning smell, discoloration or damage to its cord or adapter. If an authority having jurisdiction, the owner of the Site or Client's insurer requires for a device model a certification that the model does not hold, Client may notify TAT in writing; TAT will propose a substitute device within fifteen (15) Business Days and, if no substitute is accepted within thirty (30) days of the notice, the affected devices leave the Order Form without the Early Termination Amount.
- (c) **Site conditions, sensitivities and incidents.** Client will inform TAT before installation of any fragrance-free policy, franchisor or brand standard, regulation, tenant or landlord rule, or known sensitivity applicable to the Site or its occupants. Client will notify TAT within forty-eight (48) hours after Client's Site management or its notice contacts become aware of any complaint, adverse reaction or incident involving the Equipment or the fragrance, will pause the affected device on TAT's instruction, and will preserve the relevant Equipment and refills; to the extent a loss is aggravated because Client did not report a complaint within that period, that aggravation is Client's responsibility. Client, as employer and operator of the Site, decides on any accommodation requested by its personnel, guests or customers under the Americans with Disabilities Act and similar laws; on Client's request TAT will, at no charge and within two (2) Business Days, pause, reschedule, reduce the intensity of or reprogram a device remotely and will propose relocation within the Site or an alternative fragrance, and if a device cannot be accommodated after those measures, Client may remove it by Change Order under Section 15(a) without the Early Termination Amount, provided the accommodation request is documented in writing.
- (d) **Intellectual property.** All fragrance formulas, the platform, software, documentation, trademarks and know-how of TAT remain TAT's exclusive property and confidential information. Client receives a non-exclusive, non-transferable license to diffuse the fragrances at the Sites during the Order Form and will not analyze, reverse engineer, decompile or replicate the fragrances, the Equipment or the platform.
- (e) **Premium Scent.** Premium Scent is available for Order Forms with at least twenty-five (25) active devices. Where the Order Form includes a Premium Scent developed for Client, TAT owns the formula and neither TAT nor its Affiliates will supply that formula to any other business in the market segment and territory stated in the Order Form (if none is stated: Client's primary line of business, within the metropolitan statistical areas of the Sites) during the Order Form and for twelve (12) months after it ends, provided Client is not in default and its active devices under the Premium Scent plan do not fall below the minimum for more than sixty (60) days. Base fragrances, accords and components remain available to TAT for other formulas.

- (f) **Non-exclusive.** Except as stated in paragraph (e) or in Special Terms, nothing in this Agreement restricts TAT from providing equipment, fragrances or services to any other business, including competitors of Client or businesses near a Site.
- (g) **Incident protocol.** If any person claims injury, illness, adverse reaction or property damage connected with the Equipment or the fragrance, or the Equipment is involved in a fall, fire, leak or electrical event, Client will, in addition to the notice in paragraph (c):
 - (i) preserve the device, its mount and hardware, the refill container and its contents, the power adapter, any packaging, and any surveillance footage, incident report, maintenance log or written complaint, unaltered, for at least two (2) years or until TAT confirms in writing that they may be released;
 - (ii) give TAT and its insurers access to the Site and to the preserved items within two (2) Business Days of request, and allow TAT to take possession of the device and refill for examination against a written receipt;
 - (iii) not repair, discard, test or deliver the device or refill to any third party without TAT's written consent;
 - (iv) not admit liability, attribute the incident to the Equipment or the fragrance, or make statements to claimants, regulators, media or insurers about its cause without TAT's prior consent, except as required by law;
 - (v) refer to TAT any regulatory inquiry concerning the Equipment or the fragrance; and
 - (vi) inform TAT of any other fragrance, cleaning product or airborne substance used at the Site at the time. TAT will keep Client informed and will comply with its own reporting obligations.

12 Limitation of Liability

(a) **EXCLUDED DAMAGES.** NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, BUSINESS, DATA OR GOODWILL, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THEIR POSSIBILITY.

(b) **CAP.** EXCEPT FOR THE TRIAL MONTH CAP IN SECTION 2(d), TAT'S TOTAL LIABILITY TO CLIENT UNDER OR IN CONNECTION WITH AN ORDER FORM, IN THE AGGREGATE, WILL NOT EXCEED THE GREATER OF (i) THE FEES PAID BY CLIENT UNDER THAT ORDER FORM IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM AND (ii) THREE (3) TIMES THE TOTAL MONTHLY FEE STATED IN THAT ORDER FORM. ALL CLAIMS ARISING FROM THE SAME OR RELATED ACTS, OMISSIONS, CONDITIONS, PRODUCTS OR EVENTS ARE ONE CLAIM, THE CAP IS DETERMINED BY THE FIRST EVENT GIVING RISE TO IT, AND THE CAP APPLIES ONCE AND IS NOT MULTIPLIED BY THE NUMBER OF THEORIES, CLAIMANTS, DEVICES, SITES OR EVENTS. EXCEPT FOR TERMINATION OF THE AFFECTED ORDER FORM UNDER SECTION 16(c), THE REMEDIES IN SECTION 9 ARE CLIENT'S EXCLUSIVE REMEDIES FOR ANY FAILURE OF THE EQUIPMENT, THE FRAGRANCE OR THE SERVICES, AND CLIENT MAY NOT RECOVER DAMAGES DUPLICATIVE OF A CREDIT, REFUND, REPLACEMENT OR REMOVAL UNDER SECTION 9.

- (c) **Exceptions.** The limitations in (a) and (b) do not apply to (i) a Party's indemnification obligations under Section 13 for third-party claims;
- (ii) liability for gross negligence, fraud or willful misconduct;
 - (iii) bodily injury to, or damage to the tangible property of, the other Party or its personnel caused by a Party's negligence or by a Defect, for which TAT's liability is limited to the per-occurrence and aggregate limits of the insurance TAT must maintain under Section 14(d), whether or not that insurance responds;
 - (iv) Client's obligations to pay Fees, taxes, interest and costs of collection, the Early Termination Amount, the Replacement Cost, use fees and retrieval costs, none of which are excluded damages under paragraph (a); and
 - (v) a Party's breach of Sections 6(b), 11(d) or 17. The Parties agree that the Fees reflect this allocation of risk and that TAT would not provide the Services at these Fees without it.
- (d) **Time to bring claims.** To the extent the law governing a claim permits the parties to a lease of goods that is not a consumer lease to shorten the limitation period (including Fla. Stat. § 680.506(1) and equivalent enactments of U.C.C. § 2A-506), any action by either Party for default under the lease of Equipment in an Order Form, including breach of warranty or indemnity relating to the Equipment, other than an action to collect Fees, the Early Termination Amount or the Replacement Cost, to recover the Equipment or to enforce Section 13, must be commenced within one (1) year after the cause of action accrued. Where that law does not permit a shorter period, the statutory period applies.

13 Indemnification

- (a) **By Client.** Client will defend, indemnify and hold harmless TAT and its Affiliates, members, managers, employees, agents and subcontractors from and against third-party claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or relating to:
- (i) mounting, relocation, moving, handling, alteration or tampering with the Equipment by Client, its employees or its contractors;
 - (ii) use of unauthorized fragrances or refills;
 - (iii) intensity or schedule settings changed or requested by Client beyond TAT's recommendation;
 - (iv) unsafe conditions at the Site, or Client's failure to disclose policies, regulations, hazards, substrates, HVAC conditions or sensitivities under Sections 7 and 11;
 - (v) Client's failure to report, pause or preserve under Section 11;
 - (vi) the presence, operation or use of the Equipment or the fragrance at the Site, or the acts or omissions of Client's employees, contractors, guests, customers or other invitees, in each case except to the extent the claim is covered by TAT's indemnity in paragraph (b);
 - (vii) the condition, maintenance or operation of any HVAC system to which Equipment is connected, except to the extent caused by a Defect or by TAT's negligence at the connection point;
 - (viii) text messages sent by TAT to numbers provided by Client under Section 10(c) without the agreement of the person using the number;
 - (ix) Client's failure to maintain the insurance required by Section 14; or
 - (x) Client's breach of this Agreement or violation of law. Client has no indemnification obligation to the extent a claim was caused by TAT's negligence, a Defect, TAT's breach of this Agreement, or TAT's gross negligence, fraud or willful misconduct.
- (b) **By TAT.** TAT will defend, indemnify and hold harmless Client and its officers, employees and agents from and against third-party claims for bodily injury or property damage to the extent caused by (i) a Defect in the Equipment or the fragrance, (ii) the negligent acts or omissions of TAT's personnel or subcontractors while at the Site, or (iii) an allegation that the Equipment or fragrances, as supplied by TAT, infringe a third party's intellectual property rights in the United States. **"Defect"** means that the Equipment or fragrance, as delivered by TAT, did not conform to its Specifications, its safety data sheet or its labeling, or was not accompanied by the safety information required by law. An adverse reaction to a fragrance that conforms to its Specifications, safety data sheet and labeling, including an allergic, asthmatic or other individual sensitivity, is not a Defect.

- (c) **Procedure.** The indemnified Party will give prompt written notice of the claim (delay relieves the indemnifying Party only to the extent of actual prejudice), allow the indemnifying Party to control the defense and settlement with counsel of its choice (provided no settlement admits fault of, or imposes obligations on, the indemnified Party without its consent), and cooperate at the indemnifying Party's expense. Where both Parties are named in a claim, or a claim involves several claimants, each Party bears its own defense costs pending allocation under paragraphs (a) and (b), the Parties cooperate in a common defense to the extent their interests are aligned, and neither Party settles in a manner that admits a Defect or the fault of the other Party without that Party's consent; the indemnifying Party's insurer may conduct the defense on its behalf. Each Party's indemnity is reduced to the extent the claim was caused by the other Party's negligence or breach.
- (d) **Manufacturers and suppliers.** Nothing in this Agreement limits TAT's rights against the manufacturers and suppliers of the Equipment and fragrances. Client will not release any such manufacturer or supplier from liability, will cooperate with TAT in any claim TAT tenders to them, and will reimburse TAT to the extent Client recovers directly from a manufacturer or supplier for a loss that TAT has compensated.

14 Insurance

- (a) **All Clients.** Client will maintain, during each Order Form and until the Equipment is returned, commercial general liability insurance (ISO CG 00 01 or equivalent occurrence form) of not less than USD 1,000,000 per occurrence and USD 2,000,000 in the aggregate, covering premises and operations at the Sites and contractual liability, naming Breathing Emotions LLC, its members, managers and employees as additional insureds by endorsement (ISO CG 20 26 or equivalent) with respect to Client's operations and the Sites, primary and non-contributory as to claims arising from the acts or omissions of Client and its invitees, and containing a waiver of subrogation in favor of TAT. Client will also maintain workers' compensation insurance as required by the law of each Site state and employer's liability insurance of not less than USD 500,000. If Client's general liability policy excludes bodily injury arising from fragrances, odors, fumes or pollutants released at the Site, Client will disclose the exclusion to TAT before signing the Order Form. Client is in all cases responsible for the Replacement Cost under Section 8.
- (b) **Order Forms with ten (10) or more devices, counting all Sites and Copies.** Client will additionally maintain umbrella or excess liability insurance of not less than USD 2,000,000 following form over the policies in paragraph (a), and property insurance covering the Equipment at its Replacement Cost on an all-risk (special form) basis, naming Breathing Emotions LLC as loss payee with respect to the Equipment and containing a waiver of subrogation in favor of TAT.

- (c) **Certificates and mechanics.** Client will deliver certificates of insurance and copies of the additional insured, loss payee and waiver of subrogation endorsements before the first Paid Month, at each policy renewal and within ten (10) days of TAT's request. Policies will be issued by insurers rated A- VII or better by A.M. Best (or equivalent) and authorized in the Site state, Client will obtain policy provisions or endorsements requiring the insurer to give TAT at least thirty (30) days notice of cancellation or material reduction where commercially available, and will itself notify TAT within two (2) Business Days after learning of any cancellation, non-renewal or material reduction. Certificates do not amend the policies; the endorsements control. The insurance required by this Section does not limit Client's liability under this Agreement. Failure to maintain or evidence this insurance is a default under Section 16(a).
- (d) **TAT.** TAT maintains commercial general liability insurance of not less than USD 1,000,000 per occurrence and USD 2,000,000 in the aggregate and workers' compensation insurance as required by law, and describes its current coverage in the certificate it delivers on request. TAT will name Client as additional insured under its general liability policy with respect to TAT's operations at the Site, on Client's written request and at no charge, will deliver certificates before the first On-site Installation or Technical Visit and on request, and requires its installation and service subcontractors to carry general liability and workers' compensation insurance.
- (e) **Waiver of subrogation.** Each Party waives, and will cause its property insurers to waive, all rights of recovery against the other Party for loss of or damage to its own property to the extent covered, or required by this Section to be covered, by property insurance, regardless of the cause of the loss; for TAT this waiver applies to the Equipment only to the extent Client has paid the Replacement Cost.

15 Changes During the Term

- (a) **Change Orders.** Client may add, remove or relocate Sites or devices, change the Service Plan, the service mode or a fragrance, or add a model, by a Change Order signed, or accepted by email, by an Authorized Representative of each Party. Client's Authorized Representatives are the authorized signer and any person Client designates in writing for that purpose in the Order Form or later. The Initial Term does not change. Added devices take the Order Form's term price and Service Plan, end with the Order Form, are invoiced from their Activation and prorated by days, and their Activation dates are confirmed by Activation Notice. Removing devices before the end of the current period is an early termination of those devices under Section 5 unless TAT waives the Early Termination Amount in the Change Order. A Change Order states the resulting device count, volume tier, Fees, contract total and insurance tier under Section 14. A new Site of an existing Client does not receive a Trial Month.

- (b) **Recalculation.** From the effective date of the Change Order, TAT recalculates the total device count of the Order Form or, where Section 4(k) applies, of the Account, the volume tier and the discount of every line of the affected Order Forms, unless an Addendum incorporated in the Order Form sets a different recalculation period or base (for example the Network Program Addendum), in which case the Addendum governs that recalculation. If a Site reaches ten (10) devices through a Change Order, On-site Installation of the added devices is included.
- (c) **Models and replacements.** Replacement of a device with the same model for service reasons is recorded in the Equipment Register and does not require a Change Order. If a model is discontinued or cannot be supported, TAT may replace it with a successor model of equal or better coverage and function at no change in Fee or Service Plan; the successor's Replacement Cost is the amount in TAT's then-current schedule but not more than the Replacement Cost of the replaced device under that Order Form, and the replacement is recorded in the Equipment Register with notice to Client.
- (d) **Relocation, Site closure and transfer.** Client may relocate a device to another Site of Client or of its Affiliate, or add a Site, by Change Order with TAT's prior written consent, not unreasonably withheld, without the Early Termination Amount; the Initial Term and the Fees do not change, TAT updates the Equipment Register and the State Compliance Rider, and the move is carried out by Self-Setup or, where the device is wall-mounted or HVAC-connected or Client so requests, by a Technical Visit. Client will give TAT at least thirty (30) days written notice of the closure, renovation, sale or transfer of a Site. If a Site closes or is sold and its devices are not relocated, or the Order Form for that Site is not assigned to the successor under Section 19, within sixty (60) days of the closure, the devices at that Site are removed under Section 5.

16 Default and Remedies

- (a) **Client default.** Each of the following is an event of default by Client:
 - (i) failure to pay any amount when due that remains unpaid thirty (30) days after TAT's written notice of non-payment under Section 4(d), other than an amount disputed under Section 4(h);
 - (ii) breach of Sections 6(b), 7(b), 7(d), 8, 10, 11 or 14 not cured within fifteen (15) days after written notice;
 - (iii) any other breach not cured within thirty (30) days after written notice;
 - (iv) Client's insolvency, assignment for the benefit of creditors or commencement of an insolvency proceeding, in each case only to the extent that treating the event as a default and exercising a remedy is enforceable under applicable insolvency law, or cessation of business at a Site without compliance with Section 15(d), which is a default only as to the devices at that Site;

- (v) any levy, seizure or attachment affecting the Equipment;
 - (vi) failure to deliver the assumption required by Section 19(a) after a change of control; or
 - (vii) failure to provide, within thirty (30) days after TAT's written demand made on reasonable grounds for insecurity, adequate assurance of due performance under Fla. Stat. § 680.401.
- (b) **TAT remedies.** Upon an event of default TAT may, subject to Section 5(c): suspend the Services remotely; terminate the Order Form, or the devices, affected by the default by written notice with effect on the date stated in it; require payment of all accrued amounts and, as TAT's exclusive damages for the loss of the remaining term, the Early Termination Amount; and retrieve the Equipment from the Site without breach of the peace, complying with Section 8(e) as to timing and site rules, Client hereby granting TAT the right of access for that purpose, and if Client's representative objects at the time TAT withdraws and proceeds by judicial process at Client's cost; where the law of the state in which the Site is located restricts self-help repossession by a lessor, TAT will use the judicial process available there and Client will pay the costs of that process. TAT's remedies are cumulative except that the Early Termination Amount is exclusive as stated in Section 5(c). TAT is obligated to mitigate only as required by applicable law.
- (c) **TAT default.** TAT is in default if (i) it materially breaches this Agreement or an Order Form and does not cure within thirty (30) days after Client's written notice describing the breach, or (ii) it becomes insolvent, makes an assignment for the benefit of creditors or ceases to provide the Services generally. Upon TAT's default Client may terminate the affected Order Form by written notice without the Early Termination Amount; TAT will collect the Equipment under Section 8(d) at its own cost and refund any Fees prepaid for the period after termination. For failures of individual devices, fragrance or Services that do not amount to an uncured material breach of the Order Form, Client's remedies are those in Section 9. Section 12 applies to any claim for damages.

17 Confidentiality and Publicity

- (a) **Confidentiality.** Each Party will keep confidential the non-public business, technical and pricing information of the other Party received under this Agreement, will use it only to perform this Agreement, will protect it with reasonable care and will disclose it only to its and its Affiliates' personnel, advisers, insurers, lenders and, for Client, its franchisor, who need to know it and are bound by confidentiality, for the term of the Agreement and three (3) years after. This obligation does not apply to information that is or becomes public without breach, was known to the receiving Party without restriction before disclosure, is independently developed without use of the other Party's information, or is received from a third party without a duty of confidentiality. Fragrance formulas, the platform, its software and TAT's negotiated (non-list) terms with Client are TAT's confidential information, and the formulas and the platform are trade secrets protected without time limit. Disclosure required by law is permitted with prior notice where lawful. On the other Party's written request after the end of the Agreement, each Party will return or destroy the other Party's confidential information, except copies retained under a legal or regulatory duty or in routine backups that are not readily accessible, which remain subject to this Section.
- (b) **Publicity.** TAT may identify Client as a customer by name and logo only where Client has so elected in the Order Form or consents in writing (email is sufficient), in the form Client approves and subject to Client's brand guidelines; Client may withdraw the election on thirty (30) days notice. Any other public statement about the relationship requires the other Party's approval.

18 Force Majeure

Neither Party is liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including natural disasters, epidemics, war, terrorism, labor disputes, government action, customs holds, carrier failures or utility outages, provided it notifies the other Party and resumes performance as soon as practicable; lack of funds, ordinary labor shortages of the affected Party and failure to maintain reasonable continuity arrangements are not force majeure. If a force majeure event prevents the Services at a Site for more than sixty (60) consecutive days, either Party may terminate the affected devices without the Early Termination Amount.

19 Assignment, Change of Control and Subcontracting

- (a) **By Client.** Client may not assign this Agreement or an Order Form, or sublet, lend or part with possession of the Equipment, without TAT's written consent, which will not be unreasonably withheld for an assignment to a successor of Client's business at the Site that assumes all obligations in writing and meets TAT's reasonable credit and insurance requirements. A change of control of Client (a transfer of more than fifty percent (50%) of its voting interests or of the power to direct its management, by merger, sale of equity or otherwise, including a merger in which Client is the surviving entity) is an assignment for this purpose; Client will notify TAT at least thirty (30) days before it is consummated where law and confidentiality permit, and otherwise within five (5) Business Days after it occurs. A sale of Client's business or of a Site does not release Client from any Order Form unless the successor assumes it in writing and TAT consents. Where the acquirer competes with TAT in scent marketing, TAT may on notice end the Premium Scent commitment in Section 11(e) and require the acquirer's written assumption of the Order Forms; if it is not delivered within thirty (30) days of TAT's request, TAT may terminate the affected Order Forms as a Client default under Section 16, and in any case TAT may terminate the affected Order Forms on ninety (90) days written notice without liability to either Party, collecting the Equipment under Section 8(d).
- (b) **By TAT.** TAT may assign this Agreement and any Order Form without Client's consent to an Affiliate or to a successor to all or substantially all of the business or assets to which this Agreement relates, whether by merger, sale of equity or assets or otherwise; upon the assignee's written assumption, TAT is released. TAT may also assign, pledge or sell its right to receive payments under any Order Form to a financing party. On notice of such an assignment Client will pay the financing party as directed, will not assert against a financing party that takes the assignment for value, in good faith and without notice of a claim or defense any claim, defense, set-off or counterclaim it may have against TAT (all of which Client may assert only against TAT), to the extent permitted by U.C.C. § 9-403 as enacted in the applicable state, and will sign a reasonable acknowledgment of the assignment within ten (10) Business Days of request. The financing party assumes none of TAT's obligations and TAT remains responsible for the Services.
- (c) **Subcontracting.** TAT may subcontract installation, delivery and technical visits, remaining responsible for the Services, and will require its subcontractors to carry general liability and workers' compensation insurance and to follow Sections 7(f) and 11 while at the Site.

20 Notices, Governing Law and Dispute Resolution

- (a) **Notices.** Notices under this Agreement are in writing and are given by email to the notice addresses stated in the Order Form. Client's notices of trial cancellation, non-renewal, early termination under Section 5 and device removal are effective, and are treated as received by TAT, at the moment they are sent by email to siannini@thearomatrace.com, which requires no step other than identification of the Order Form; the deemed-receipt rule below does not apply to them and no other formality is required. TAT acknowledges receipt within two (2) Business Days, and the absence of an acknowledgment does not invalidate a notice Client can show was delivered. TAT's renewal reminders under Section 3 and its notices of non-payment, suspension, default, termination and non-renewal are sent by email and also by certified mail, courier or personal delivery to Client's physical notice address in the Order Form. An email notice is deemed received on the Business Day it is sent if sent before 5:00 p.m. Eastern Time, and otherwise on the next Business Day, unless the sender receives an automated non-delivery message; a courier or certified mail notice is deemed received on the earlier of actual delivery and the third Business Day after dispatch. Each Party will keep at least two notice email addresses current, one of which is a role address rather than an individual's, and a notice sent to a notice address that a Party has not updated is effective.
- (b) **Governing law.** This Agreement, each Order Form and all rights, obligations and claims of the Parties arising out of or relating to them, whether in contract, tort or under statute, are governed by the laws of the State of Florida, without regard to conflict-of-law rules; to the extent permitted, the Parties agree that the consumer-protection and unfair-trade-practice statutes of other states do not apply to their relationship. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- (c) **Disputes.** The Parties will first attempt in good faith to resolve any dispute through negotiation between executives and then through non-binding mediation in Miami-Dade County, Florida. Any dispute not resolved within sixty (60) days of a request for mediation will be brought exclusively in the state or federal courts located in Miami-Dade County, Florida. Each Party irrevocably submits to the personal jurisdiction of those courts, agrees that they have jurisdiction under Fla. Stat. §§ 48.193 and 685.102 to the extent applicable, and waives any objection of inconvenient forum or lack of personal jurisdiction. If a court in Miami-Dade County, Florida determines that it lacks personal jurisdiction over Client, TAT may bring the action in any court having jurisdiction over Client or the Equipment. If a mandatory law applicable because of Client's organization, its principal place of business, a Site or the location of Equipment does not permit an exclusive forum outside that state, the forum in this paragraph is non-exclusive only to the minimum extent that law requires, and the remainder of this Section applies.

Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction without prior mediation, and TAT may bring an action to collect unpaid amounts or to recover Equipment in any court having jurisdiction over Client or the Equipment without prior mediation. A Client not organized under the laws of a state of the United States irrevocably submits to the jurisdiction of the courts and the arbitration named in this Section and agrees that any judgment or award may be enforced in any jurisdiction where it or its assets are located.

- (d) **JURY WAIVER; ARBITRATION WHERE JURY WAIVERS ARE NOT ENFORCED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ORDER FORM.** If Client is organized or has its principal place of business in, or an Order Form covers a Site located in, a state whose law does not give effect to a pre-dispute contractual jury waiver (as of the date of this Agreement, California, Georgia and North Carolina, as stated in the State Compliance Rider, and any other state whose law so provides when the dispute arises), then, instead of the courts named in paragraph (c), any dispute arising out of or relating to this Agreement or that Order Form, including its formation, validity, scope and arbitrability, will be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules before a single arbitrator. The seat of arbitration is Miami, Florida, or, if a mandatory law prohibits that seat, the nearest seat that law permits, without otherwise changing this agreement to arbitrate; hearings may be held by video conference or, at the arbitrator's direction, in the state where the Site is located.

This agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and the arbitrator, not a court, decides any question about its scope or enforceability. The arbitrator may award any remedy available under this Agreement; judgment on the award may be entered in any court of competent jurisdiction. Either Party may nevertheless bring an action in any court of competent jurisdiction to collect unpaid amounts, to recover Equipment or to obtain injunctive relief in aid of arbitration, and doing so does not waive arbitration of any other claim. Claims are brought only in a Party's individual capacity.

- (e) **Fees and costs.** In any action, arbitration or proceeding arising out of or relating to this Agreement, an Order Form, the Equipment or the Services, whether in contract, tort, statute or otherwise, including actions to interpret, enforce, rescind or declare rights under them and any appeal or bankruptcy proceeding, the prevailing Party recovers its reasonable attorneys' fees, expert fees and costs from the other Party, including fees incurred in establishing its entitlement to and the amount of those fees.

- (f) **Service of process.** Client irrevocably appoints the registered agent identified in the Order Form (or, if none, its registered agent in its state of organization) as its agent to receive service of process in any action arising out of this Agreement, agrees to execute promptly any waiver of service requested under Fla. R. Civ. P. 1.070(i) or Fed. R. Civ. P. 4(d), and agrees that, in addition to any method permitted by law, process may be served at its notice address by certified mail, return receipt requested, or by courier with signature, where the applicable rules so permit. A Client not organized under the laws of a state of the United States will designate in the Order Form an agent for service of process in the United States.

21 Compliance, Representations and General Provisions

- (a) **Compliance.** Each Party will comply with the laws applicable to its performance, including anti-corruption, export and sanctions laws. Client is responsible for permits, landlord, franchisor or association consents, brand standards and workplace rules applicable to the use of scent at the Site; TAT is responsible for the regulatory compliance of the Equipment and fragrances as supplied by it, for their intended use, on the date of delivery.
- (b) **Authority; registrations; no reliance.** Each Party represents that it is duly organized and that the person signing has authority to bind it. TAT represents that it is a Delaware limited liability company authorized to transact business in the State of Florida and that it will hold any certificate of authority to transact business required by the state of a Site before the first day of the Paid Months at that Site. CLIENT ACKNOWLEDGES THAT IT IS A BUSINESS ACQUIRING THE EQUIPMENT AND SERVICES FOR COMMERCIAL PURPOSES, THAT IT HAS NOT RELIED ON ANY REPRESENTATION, PROJECTION OR STATEMENT NOT CONTAINED IN THIS AGREEMENT, THE ORDER FORM OR THE COMMERCIAL TERMS OF THE PROPOSAL IDENTIFIED IN IT, AND THAT TAT MAKES NO REPRESENTATION ABOUT COMMERCIAL, MARKETING OR BEHAVIORAL RESULTS.
- (c) **Entire agreement; amendments.** This Agreement, together with the Order Forms, Change Orders, Addenda, Activation Notices and, to the extent stated in Section 1(b) (vi), the commercial terms of the proposal identified in an Order Form, is the entire agreement between the Parties on its subject matter and supersedes all prior agreements, communications and proposals not so identified, including any Trial Agreement for the Trial Equipment listed in an Order Form. It may be amended only in a writing signed or electronically accepted by both Parties. TAT may publish updated versions of this Agreement for future Order Forms; an Order Form is governed by the version identified in it.

- (d) **Severability; waiver; no admission.** If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions continue in effect. No waiver is effective unless in writing, and no waiver of one breach is a waiver of any other. A credit, replacement, repair, goodwill accommodation, extension of a cure period or acceptance of a late or partial payment by TAT is not an admission of default or of the cause of a failure, does not waive any right or amount, and does not establish a course of dealing that varies this Agreement.
- (e) **Survival.** Sections 4 (as to amounts accrued, invoiced or assessed after the end), 5, 7(d) and 7(e) (as to the record of installation), 8, 9(d) and 9(e), 10(b) and 10(d), 11, 12, 13, 14 (for two (2) years after the Equipment is returned, as to claims arising from the term), 16(b), 17, 19(b), 20 and 21 survive the expiration or termination of this Agreement and of each Order Form until all obligations are satisfied.
- (f) **Effective date and term.** This Agreement takes effect between TAT and a Client on the earlier of the date the Client signs it and the Order Form Date of the first Order Form that identifies it, and remains in effect for as long as any Order Form, Change Order or Addendum between them is in effect. Signature of this Agreement is not required where an Order Form identifies it; an Order Form that identifies this Agreement by version binds the Client to it.
- (g) **Public entities and healthcare providers.** Where Client is a state, county, municipal or other governmental entity or a public hospital, the Public Entity Rider attached to the Order Form applies as an Addendum under Section 1(b)(iii) and, in addition, prevails over this Agreement and the Order Form to the extent required by the public contracting law applicable to Client. Where Client is a healthcare provider, the Parties acknowledge that TAT does not create, receive, maintain or transmit protected health information in performing the Services and is not Client's business associate.
- (h) **Miscellaneous.** The Parties are independent contractors. There are no third-party beneficiaries, except that TAT's Affiliates, members, managers, employees, agents and subcontractors may enforce Sections 12 and 13. Headings are for convenience only; "including" means "including without limitation". This Agreement may be executed in counterparts, each of which is an original.

IN WITNESS WHEREOF, the Parties execute this Agreement by their authorized representatives.

Signature of this Agreement is not required where an Order Form identifies it (Section 21(f)); the signature blocks below are used only where the Parties sign it separately.

THE AROMA TRACE

LEGAL NAME, STATE AND ENTITY TYPE

Breathing Emotions LLC, a Delaware limited liability company, d/b/a The Aroma Trace

SIGNATURE

NAME

Stefano Iannini

TITLE

Manager

EMAIL

siannini@thearomatrace.com

DATE

CLIENT

LEGAL NAME, STATE AND ENTITY TYPE

SIGNATURE

NAME

TITLE

EMAIL

DATE