

## MASTER SERVICES AGREEMENT (Limited Evaluation)

This Master Services Agreement (Limited Evaluation) (“*MSA*”) provides standard terms and conditions for Customer’s access and use of the AIRS Evaluation Product on a limited, no charge basis and shall become effective upon completion of the Limited Evaluation Registration Form as an integral part of the Limited Trial Agreement between AIRS Medical Inc. (“*AIRS*”) and Customer.

This MSA adopts the meaning of such terms as used to describe the limited AIRS Evaluation Product in the Limited Evaluation Registration Form, including any capitalized terms used but not defined herein.

By completing the Limited Evaluation Registration Form, Customer registers for a no charge limited evaluation of the AIRS Evaluation Product subject to the terms and conditions of this MSA. Customer acknowledges that the AIRS Evaluation Product limited evaluation is not intended for individuals, and accordingly, any individual registering on behalf of an institution shall have the authority to bind such institution as a party to the Limited Evaluation Agreement for the legitimate access to the AIRS Evaluation Product.

The AIRS Evaluation Product may not be accessed for purposes of monitoring the availability, performance or functionality, or for any other benchmarking or competitive purposes. Except with AIRS’ prior written consent, Customer is not permitted to share or permit access to the AIRS Evaluation Product to include the SwiftMR™, with any third party.

This MSA shall be effective between Customer and AIRS as of the date of Customer’s accepting this Agreement (the “*Effective Date*”). At the completion of the Limited Evaluation Term (as defined herein), if the parties agree to use, order, or purchase, the AIRS Service, the parties will enter into a new Subscription Agreement.

### 1. DEFINITIONS

- 1.1. “**AIRS Evaluation Product**” means collectively, Products along with Implementation activities discussed below.
- 1.2. “**Customer**” means in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Limited Evaluation Registration Form.
- 1.3. “**Implementation activities**” refer to specific tasks that AIRS will undertake to facilitate the evaluation of the AIRS Evaluation Product. Fees may be charged for these necessary activities during the limited evaluation period. If the Customer decides to purchase the right to use the AIRS Evaluation Product, AIRS may charge an additional fee for the implementation activities conducted during the conversion to a full license.
- 1.4. “**Limited Evaluation Fee**” is at no charge during the Limited Evaluation Period, unlimited usage for up to 5 protocols.
- 1.5. “**Limited Evaluation Registration Form**” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and AIRS or any of their Affiliates, including any addenda and supplements thereto.
- 1.6. “**Limited Evaluation Term**” is 30 days from Limited Evaluation Start Date (the “**Limited Evaluation Period**”).
- 1.7. “**Products**” mean SwiftMR™ and Gateway PC (if necessary and used solely with SwiftMR).

### 2. LIMITED EVALUATION

- 2.1. Upon registration by Customer by completing the Limited Evaluation Registration Form, AIRS will make the AIRS Evaluation Product available to Customer on a limited, no charge basis from the Limited Evaluation Start Date until the earlier of: (a) the end of the Limited Evaluation Period; (b) the start date of a fee-based subscription purchased by Customer for use of the AIRS Evaluation Product and related services; or (c) termination by AIRS at any time in its sole discretion.
- 2.2. During the Limited Evaluation Period, Customer may freely access and use the AIRS Evaluation Product, including the SwiftMR™ MR image enhancement software, for its internal business purposes in accordance with and subject to this MSA.
- 2.3. Upon execution of the Limited Evaluation Registration Form and prior to the Limited Evaluation Start Date, AIRS, as necessary to enable evaluation of the AIRS Evaluation Product, will provide implementation services, such as network connection setup with PACS and MRI, MRI test scans, and Gateway PC installations for network security measures where needed. Such services are provided solely to facilitate use of the AIRS Evaluation Product and, therefore, Customer’s evaluation of the AIRS Evaluation

Product. Customer shall provide any assistance and cooperation necessary or convenient to facilitate all such implementation services.

- 2.4. For clarity, AIRS shall retain the sole ownership of the Gateway PC, and AIRS grants Customer a limited right to use the Gateway PC, solely as a component of and for use in connection with the limited evaluation of the AIRS Evaluation Product. Customer shall manage the Gateway PC with the same standard of due care Customer uses to protect its own computers and only utilize the Gateway PC as specified by AIRS. Customer shall immediately return the Gateway PC to AIRS promptly upon termination or expiration of the Limited Evaluation Agreement. AIRS shall not be responsible or liable for any failure of the AIRS Evaluation Product resulting from Customer's interference with the operation or unauthorized use of the Gateway PC.
- 2.5. AIRS may access the Gateway PC remotely for purposes of resolving issues or upgrading software versions as related to the AIRS Service. To the extent such activity may hinder use of or access to the AIRS Evaluation Product, AIRS will discuss with Customer in advance to set a time and date for such remote access.
- 2.6. Customer shall, for its own benefit, closely examine the performance of the AIRS Evaluation Product during the Limited Evaluation Period to become familiar with the features and functions the AIRS Evaluation Product prior to purchasing a fee-based subscription. Any delay or inconvenience experienced by Customer as a result of its failure to do so shall not be used as a basis for justifying any expenses additionally incurred (but would not otherwise have been incurred) by AIRS.
- 2.7. Any implementation made to the AIRS Evaluation Product by or for Customer during the Limited Evaluation Period will be permanently lost unless Customer purchases a fee-based subscription for the AIRS Evaluation Product before or within a reasonable time (by no later than 30 days) after the end of the Limited Evaluation Period.
- 2.8. Upon expiration or termination of the Limited Evaluation Agreement: (a) Customer's right to access and use the AIRS Evaluation Product shall automatically terminate; (b) Customer may not continue to access or use the AIRS Evaluation Product; and (c) Customer shall promptly return to AIRS all materials in its possession relating to the AIRS Evaluation Product (including, but not limited to, all Confidential Information and the Gateway PC).

### **3. AUTHORIZED EQUIPMENT**

- 3.1. As part of the initial registration process, Customer shall provide AIRS with the information of the MRI and PACS equipment that are authorized by Customer to be used in connection with the AIRS Evaluation Product ("Authorized Equipment"). The unique license keys for each piece of Authorized Equipment are for the named equipment only and cannot be shared or used by more than one (1) piece of equipment. Authorized Equipment may be used to access the AIRS Evaluation Product through the network as configured by AIRS under the supervision of Customer solely for Customer's internal business purposes. Authorized Equipment may not be used for any purpose other than as provided for by the Subscription Agreement.

### **4. AUTHORIZED USERS**

- 4.1. Customer shall provide AIRS with the names of the individuals who are authorized by Customer to use the AIRS Evaluation Product ("Authorized Users"). The unique login credentials for each Authorized User are unique to the named individual and cannot be shared or used by more than one (1) person. Authorized Users may access the AIRS Evaluation Product from a reasonable number of compatible devices solely for Customer's internal business purposes.
- 4.2. Customer shall be responsible for the use of the AIRS Evaluation Product by its Authorized Users (and their compliance with the Limited Evaluation Agreement).

### **5. RESTRICTIONS ON USE OF THE AIRS EVALUATION PRODUCT**

- 5.1. Customer, on behalf of itself and its Authorized Users, agrees not to: (a) use the AIRS Evaluation Product other than as authorized in the Limited Evaluation Agreement; (b) resell, sublicense, distribute or otherwise make the AIRS Evaluation Product available to any unauthorized third party; (c) use the AIRS Evaluation Product in violation of any applicable laws, rules and regulations, and other requirements of any governmental or regulatory authorities ("**Applicable Laws**"); (d) interfere with or disrupt the integrity or performance of the AIRS Evaluation Product; (e) deactivate, impair, or circumvent any security or authentication measures of the AIRS Evaluation Product or any AIRS websites or AIRS web-based applications; (f) copy, modify, alter, create a derivative work of, decompile or reverse engineer the AIRS Evaluation Product; (g) build a competitive product or service using similar ideas, features, functions or graphics of the AIRS Evaluation Product; or (h) authorize any third parties to do any of the foregoing.

- 5.2. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the AIRS Evaluation Product. For clarity, no user ID sharing is allowed between personnel, and Customer shall be able to identify, and audit, individuals who have been granted authorized access to the AIRS Evaluation Product.

## 6. OWNERSHIP RIGHTS

- 6.1. AIRS owns and shall retain all worldwide right, title and interest in and to the AIRS Evaluation Product (including the software itself (SwiftMR™) and all entailed codes, data (other than Customer Data), deep learning models, graphics, user interfaces, other works of authorship, logos, and trademarks associated with, accessed or executed by, or reproduced through the AIRS Evaluation Product) and all worldwide intellectual property rights therein, whether registered or not (collectively, the “*AIRS IP Rights*”). No proprietary interest in or to any AIRS IP Rights or rights of entitlement to the use thereof shall be conveyed to Customer except as expressly set forth in the Limited Evaluation Agreement.
- 6.2. Customer shall not: (a) make any claim or take any action that interferes with or is adverse to any of the AIRS IP Rights, including with respect to the validity, enforceability or exercise thereof; (b) challenge any right, title, or interest of AIRS in or to the AIRS IP Rights; (d) register or apply for registrations, anywhere in the world, for any AIRS IP Rights or any other intellectual property rights or that incorporate any AIRS IP Rights in whole or in part; (e) except as permitted under a license granted by AIRS in writing, use any trademark, service mark, , or logo anywhere in the world, that is confusingly similar to any of the AIRS IP Rights; (f) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the AIRS Evaluation Product or any AIRS IP Rights; (g) alter, obscure, or remove any of AIRS’ trademarks or copyright notices or any other proprietary rights notices placed on the AIRS Evaluation Product, presentations, marketing materials, or other materials that AIRS may provide; (h) use or place AIRS’ name or any of AIRS’ logos and trademarks on, or directly or indirectly in connection with, any place of business or other facility that is not used for, or directly related to, the use of the AIRS Evaluation Product; or (i) authorize any third parties to do any of the foregoing.
- 6.3. For clarity, Customer shall be fully liable to AIRS for any damage or misplacement of the Gateway PC.

## 7. DATA OWNERSHIP & SECURITY

- 7.1. Customer and Authorized Users will upload MR images to the AIRS Evaluation Product for image enhancement by exporting to AIRS Server from the Authorized Equipment. Such image data received (along with minimum identification information and which has been separated from any metadata at the Gateway PC) or sent back after processing will be stored on AIRS Server for 24 hours for progress checking and trouble shooting purposes and then completely deleted afterwards.
- 7.2. The parties understand and agree that, as used throughout the Limited Evaluation Agreement: (a) the term “*Customer Data*” refers to all data processed, stored or managed through the AIRS Evaluation Product by Customer or on its behalf, and includes, without limitation, (i) data provided by Customer’s employees and Authorized Users (which may include patient health information that is received, maintained or transmitted by AIRS from or on behalf of Customer and that is in the AIRS Account), (ii) other data generated through their use of the AIRS Evaluation Product or components thereof, including any user information and reports generated therefrom, and (iii) copies of all such data rendered onto paper or other non-electronic media; (b) “*Anonymized Data*” refers to Customer Data with any identifiers removed in a way that does not include and is not subject to any key, code, or other mechanism that could be used to re-identify such Customer Data ; and (c) “*Privacy/Security Laws*” refers to Applicable Laws governing the protection, security, or management of Customer Data, including any local privacy, data protection and personal health information legislations.
- 7.3. AIRS shall have a non-exclusive, royalty-free right to access and use Customer Data in compliance with Privacy/Security Laws: (a) as necessary to provide the AIRS Evaluation Product to Customer; (b) to identify or resolve technical problems with the AIRS Evaluation Product; or (c) to enhance the AIRS Evaluation Product and its respective components and create new features thereof. AIRS will, as part of its compliance measure: (a) use commercially reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data; and (b) will maintain (and will require its third-party service providers to maintain) reasonable administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data in accordance with applicable industry standards and in compliance with Privacy/Security Laws.
- 7.4. Customer shall be responsible for obtaining any necessary rights, consents, permissions and licenses, and implementing any other means necessary to comply with requirements under Privacy/Security Laws, for AIRS to access and use Customer Data as authorized by the Limited Evaluation Agreement. Customer represents and warrants that: (a) it has, and will have, the legal right and authority to access, use and disclose to AIRS any such Customer Data; and (b) AIRS’s use of any such Customer Data in accordance with the Limited Evaluation Agreement will not (i) infringe any intellectual property rights and publicity, privacy, confidentiality, contractual or other rights, (ii) violate any Privacy/Security Laws, or (iii) cause a breach of any agreement between Customer and any third-party, to include Customer’s patients.

- 7.5. AIRS will not disclose Customer Data to any third party, except that AIRS may disclose Customer Data as required by Applicable Laws or by proper legal or governmental authorities. Notwithstanding the foregoing, AIRS may use Customer Data to create Anonymized Data, as defined in Section 6.2(c), and combine it with data from other customers into a new aggregate dataset (“*Aggregate Data*”), and shall have a right to use, reproduce, sell, or publicize any such Anonymized Data or Aggregate Data in any way it deems fit, including disclosure to third parties.
- 7.6. If Customer provides any ideas, suggestions, or recommendations regarding the AIRS Evaluation Product (“*Feedback*”), AIRS shall have an irrevocable, non-exclusive, royalty-free, worldwide, perpetual right to use any such Feedback in any way it deems fit including for incorporation into its products and services and for sales and marketing purposes, entirely without obligation or restriction of any kind. AIRS shall also have a right to include Customer’s name and logo in any customer list or press release announcing the Limited Evaluation Agreement.
- 7.7. Upon expiration or termination of the Limited Evaluation Agreement, AIRS will: (a) promptly provide Customer a copy of all Customer Data then existing on AIRS Server in an electronic form reasonably acceptable to Customer; and (b) unless otherwise required by the Subscription Agreement, permanently delete all such Customer Data in its possession or control.

## 8. CONFIDENTIALITY

- 8.1. Each party understands that the other party may need to disclose certain non-public information relating to the disclosing party’s business: (a) that is marked or identified as “confidential” at the time of disclosure; (b) that is of any nature described in the Limited Evaluation Agreement as confidential; or (c) that a reasonable person would infer from its nature, content, or manner of disclosure is confidential or proprietary (“*Confidential Information*”), in connection with the use and/or performance of the AIRS Evaluation Product. Confidential Information includes, without limitation, any nonpublic financial information, pricing, and business plans. Customer Confidential Information also includes all Customer Data. AIRS Confidential Information also includes, without limitation, the the AIRS Evaluation Product software, SwiftMR™, and any code or workflows embedded therein. The receiving party agrees to take reasonable precautions to protect such Confidential Information, not to use such Confidential Information except as authorized or as necessary to perform its obligations under the Limited Evaluation Agreement and to not disclose (without the disclosing party’s prior authorization) to any third person any such Confidential Information (other than on a need to know basis to the receiving party’s employees, consultants and service providers who are subject to confidentiality obligations that are at least as protective of the disclosing party’s Confidential Information as the Limited Evaluation Agreement). Either party may disclose the terms and conditions of the Limited Evaluation Agreement to each party’s advisors, accountants, attorneys, investors (and prospective investors) who are subject to a commercially reasonable obligation of confidentiality. Confidential Information does not include any information that the receiving party can show: (a) through no fault of the receiving party, is or becomes generally available to the public; (b) was in its possession or was known prior to receipt from the disclosing party; (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Confidential Information of the disclosing party. The receiving party may disclose Confidential Information if the disclosure is necessary to comply with a valid court order, subpoena (in which case the receiving party will, unless prohibited by law or legal process, promptly notify the disclosing party and cooperate with the disclosing party if the disclosing party chooses to contest the disclosure requirement, seek confidential treatment of the information to be disclosed, or to limit the nature or scope of the information to be disclosed), or Applicable Laws.
- 8.2. Each party acknowledges that due to the unique nature of Confidential Information, the disclosing party may not have an adequate remedy in the form of monetary damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available at law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

## 9. OBLIGATIONS OF CUSTOMER

- 9.1. Customer shall indemnify, defend and hold harmless AIRS and its respective officers, directors, employees, agents and contractors from and against any and all losses, damages, costs, expenses and other liabilities incurred as a result of any claim, demand, action or other proceeding (“*Claim*”) brought by any third party (including Customer’s patients) to the extent arising out of or related to: (a) any negligence or intentional misconduct of Customer; (b) any breach of the Limited Evaluation Agreement or violation of Applicable Laws by Customer; (c) Customer’s use of the AIRS Evaluation Product and any results obtained therefrom that fails to conform to the parties’ mutually agreed upon requirements; (d) Customer’s use of any third party products, services, technology or software; (e) any infringement of any third party rights by Customer Data; (f) any violation of Privacy/Security Laws through Customer’s account; or (g) any unauthorized access to or use of the AIRS Service.
- 9.2. The indemnity obligations are conditioned upon the indemnified party promptly notifying the indemnifying party of the Claim, allowing the indemnifying party to control any defense or settlement of such Claim. The indemnifying party shall have the exclusive ability to defend or settle the Claim, provided that the indemnifying party shall not enter into any settlement that



imposes upon the indemnified party any obligation or liability without the indemnified party's prior written consent. The indemnified party shall have the right to participate, at its own expense and with counsel of its choice, in the defense of the Claim that has been assumed by the indemnifying party.

- 9.3. Customer shall be solely and exclusively responsible for any regulatory and legal compliance obligations as a healthcare provider, including images or documentation after processing by the AIRS Service, including maintaining any of the images and other data in accordance with Applicable Laws.

## **10. OBLIGATIONS OF AIRS**

- 10.1. AIRS shall obtain and maintain (during the Limited Evaluation Period) insurance, including cyber liability insurance, with a reputable insurance company in an amount reasonably sufficient to cover its indemnity obligations under this Section 9 with liability limits of not less than USD 1,000,000 per occurrence and USD 2,000,000 in the aggregate.

## **11. WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY**

- 11.1. DURING THE LIMITED EVALUATION PERIOD, THE AIRS EVALUATION PRODUCT IS PROVIDED "AS IS" AND AS AVAILABLE WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. CUSTOMER ASSUMES THE SOLE RESPONSIBILITY AND LIABILITY FOR THE RESULTS OBTAINED FROM THE AIRS EVALUATION PRODUCT AND ANY CONCLUSIONS DRAWN THEREFROM. AIRS DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE AIRS EVALUATION PRODUCT WILL MEET CUSTOMER'S OR ITS PATIENTS' REQUIREMENTS OR EXPECTATIONS. AIRS SHALL HAVE NO OBLIGATIONS OR LIABILITIES OF ANY TYPE WITH RESPECT TO THE AIRS EVALUATION PRODUCT UNLESS SUCH LIMITATION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAWS.
- 11.2. EXCEPT AS EXPRESSLY SET FORTH IN THE LIMITED EVALUATION AGREEMENT, AIRS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, ACCURACY OF ANY ADVICE OR INFORMATION PROVIDED, FITNESS FOR A PARTICULAR PURPOSE, OR COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, IN CONNECTION WITH THE LIMITED EVALUATION AGREEMENT. WITHOUT LIMITING THE FOREGOING, AIRS FURTHER DISCLAIMS THAT THE AIRS EVALUATION PRODUCT WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED.
- 11.3. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE LIMITED EVALUATION AGREEMENT, REGARDLESS OF THE FORM OF ACTION (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY CLAIMS), AND WHETHER OR NOT PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE LIMITATIONS IN THIS SECTION 10.3 WILL APPLY EVEN IF THE REMEDIES SPECIFIED IN THE LIMITED EVALUATION AGREEMENT ARE FOUND TO HAVE FAILED THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, THIS SECTION 10.3 WILL NOT APPLY TO GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR INDEMNITY OBLIGATIONS IN SECTION 8, OR BREACH OF CONFIDENTIALITY OBLIGATIONS IN SECTION 7.

## **12. GENERAL**

- 12.1. The parties are independent contractors, and no branch or general agency, partnership, association, joint venture, employer-employee, franchiser-franchisee, or similar relationship is intended or created by the Limited Evaluation Agreement. The Limited Evaluation Agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party.
- 12.2. The Limited Evaluation Agreement shall be binding upon and apply to each party's respective successors and lawful assigns, provided, however, that a party may not assign the Limited Evaluation Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written consent of the other party.
- 12.3. The Limited Evaluation Agreement shall be construed in accordance with the laws of the Republic of Korea without regard to its conflict of laws provisions. All disputes arising out of or in connection with the Limited Evaluation Agreement shall be subject to the jurisdiction of the Seoul Central District Court, except for any action seeking injunctive relief, which may be brought in any court of competent jurisdiction.
- 12.4. If any provision of the Limited Evaluation Agreement is held by a court of law to be partially or wholly invalid, unenforceable, or inoperative for any reason whatsoever, the provision shall be deemed amended to achieve as nearly as possible the same



economic effect as originally intended by the parties, and the legality, validity and enforceability of the remaining provisions of the Limited Evaluation Agreement shall not be affected or impaired thereby.

- 12.5. No failure or delay by either party to exercise any right or remedy under the Limited Evaluation Agreement shall operate as a waiver of any such right or remedy.
- 12.6. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a *“Force Majeure Event”*). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.
- 12.7. All notices required or permitted under the Limited Evaluation Agreement shall be in writing and delivered by confirmed facsimile transmission, by electronic mail, by courier or overnight delivery services, or by certified mail, and in each instance will be deemed given upon receipt. All communications shall be sent to the addresses set forth above or to such other address as may be specified by either party to the other party.
- 12.8. The Limited Evaluation Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No amendment or modification of the Limited Evaluation Agreement shall be valid or binding unless the same shall be made in writing and signed by the parties.
- 12.9. The expiration or termination of the Limited Evaluation Agreement shall not relieve either party of any obligation or liability accruing prior to such expiration or termination (including all payment obligations), nor preclude either party from pursuing all rights and remedies it may have hereunder or at law or in equity with respect to any breach of the Limited Evaluation Agreement.
- 12.10. Any provisions of the Limited Evaluation Agreement that are designed to survive to fulfil their essential purpose shall survive the expiration or termination of the Limited Evaluation Agreement.
- 12.11. The headings and captions used in the Limited Evaluation Agreement are for convenience only and are not to be considered in construing or interpreting the Limited Evaluation Agreement.
- 12.12. The Limited Evaluation Agreement may be executed in two (2) counterparts, including facsimile, PDF or other electronic copies, each of which shall be deemed an original and all of which shall together constitute one and the same document.
- 12.13. AIRS Contracting Entity, Notices, Governing Law, and Venue. The SFDC entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled.

If Customer is domiciled in:	The AIRS entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Any country other than U.S.A.	AIRS Medical Inc.	13-14F, Keungil Tower, 223, Teheran-ro, Gangnam-gu, Seoul, 06142, Republic of Korea	Republic of Korea	Seoul, Republic of Korea
U.S.A.	AIRS Medical USA, Inc.	475 North Martingale Rd., Suite 710, Schaumburg, IL 60173	Delaware and controlling United States federal law	Delaware, U.S.A.