

ERP.aero Cloud Services Agreement (AWS Marketplace-Compliant Version)

This Cloud Services Agreement (this “Agreement”) is entered into by and between ERP.aero, Inc., a Wyoming corporation (“ERP.aero”), and the individual or entity identified on the executed Order Form or AWS Marketplace transaction (“Client”). This Agreement governs Client’s use of ERP.aero’s Cloud Services and Professional Services, including listings offered through the AWS Marketplace. This Agreement incorporates and conforms with the AWS Marketplace Standard Contract model, with applicable modifications to retain ERP.aero’s core terms and structure.

1. DEFINITIONS

1.1 Ancillary Program: Any software agent or tool owned or licensed by ERP.aero that is made available to Client for download as part of the Cloud Services to facilitate Client’s access to, operation of, or use with the Services Environment. Ancillary Programs do not include Separately Licensed Third-Party Technology.

1.2 Client and Client’s: The individual or entity that has executed this Agreement or completed the AWS Marketplace transaction for ERP.aero Services.

1.3 Client’s Applications: All software programs, including any source code, that Client or Client’s Users provide, load onto, or create using ERP.aero’s platform-as-a-service or infrastructure-as-a-service Cloud Services. ERP.aero Programs, ERP.aero intellectual property, Services Environment, and all derivative works thereof are expressly excluded.

1.4 Client’s Content: All text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content or materials (excluding Client’s Applications), in any format, provided by Client or its Users that reside in, or run on or through, the Services Environment. Client represents and warrants it has all necessary rights to provide this Content.

1.5 Cloud Services: Collectively, the ERP.aero-hosted software-as-a-service offerings and related ERP.aero Programs as described in the applicable Order Form or AWS Product Listing. Cloud Services do not include Professional Services.

1.6 ERP.aero Programs: The software products owned or licensed by ERP.aero that are provided as part of the Cloud Services, including user documentation and any updates. ERP.aero Programs do not include Separately Licensed Third-Party Technology.

1.7 Order Form: The mutually executed document specifying the Services purchased by Client, including subscription term, quantity, and pricing, or the equivalent transaction record if purchased via AWS Marketplace. The initial Order Form is attached hereto as Exhibit A (if applicable).

1.8 Professional Services: Consulting, implementation, or other non-Cloud Services described in the Order Form and provided by ERP.aero to Client. Professional Services are billed separately and are not subject to the terms governing Cloud Services unless expressly stated.

1.9 Program Documentation: The user manuals, online help files, and readme documentation for ERP.aero Programs that describe technical or functional capabilities, and which may be accessed online at <https://erp.aero/contracts> or other locations designated by ERP.aero.

1.10 Separate Terms: Specific license terms identified in Program Documentation or third-party notices that apply to Separately Licensed Third-Party Technology and govern its use independently of this Agreement.

1.11 Separately Licensed Third-Party Technology: Any third-party software, tools, or components licensed to Client under Separate Terms and not under the terms of this Agreement.

1.12 Services: The combined offering of Cloud Services and Professional Services as defined in the Order Form or AWS Product Listing.

1.13 Services Environment: The technology infrastructure, including servers, storage, networking, and software, that ERP.aero owns, licenses, or manages and through which ERP.aero provides access to the Cloud Services. ERP.aero Programs, Third-Party Content, Client's Content, and Client's Applications may reside in or operate within this environment subject to this Agreement.

1.14 Services Period: The time period during which Client has ordered and is entitled to access the Cloud Services, as specified in the Order Form or AWS transaction.

1.15 Third-Party Content: Content made available to Client through the Services that originates from third-party sources, including data feeds, libraries, templates, and other resources. Third-Party Content does not include Separately Licensed Third-Party Technology and is used at Client's own risk, subject to applicable usage rights.

1.16 Users: Individuals who are employees, agents, contractors, or other authorized representatives of Client that are permitted to access and use the Cloud Services in accordance with this Agreement and the Order Form.

2. GRANT OF RIGHTS AND USE RESTRICTIONS

2.1 Rights Granted

Subject to the terms of this Agreement, including timely payment of all fees, ERP.aero grants Client a non-exclusive, non-transferable, non-sublicensable, limited license during the Services Period to access and use the Cloud Services identified in the applicable Order Form or AWS Marketplace listing, solely for Client's internal business purposes.

2.2 Permitted Use

Client may permit its authorized Users to access the Cloud Services solely in support of Client's internal operations. All such Users must be bound by use restrictions no less protective than those in this Agreement, and Client remains liable for all User activity.

2.3 Restrictions

Client shall not (and shall not permit any third party to):

- a) Use the Services for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
- b) Decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the ERP.aero Programs or Ancillary Programs;
- c) Interfere with or disrupt the performance, security, or integrity of the Services or related systems;
- d) Use the Services to transmit viruses, malware, or malicious code;
- e) Perform penetration testing or vulnerability scanning on the Services without prior written consent;
- f) Access the Services to build a competing product or service;
- g) Circumvent license restrictions in the Order Form or AWS Marketplace listing;
- h) Use the Services in any High Risk Activity (as defined by AWS), including air traffic control, aircraft navigation, nuclear facilities, or life support systems.

2.4 No Resale, No Outsourcing

Client may not resell, sublicense, lease, outsource, timeshare, or otherwise provide access to the Services to any third party (including affiliates) without express prior written consent from ERP.aero. Services may not be substituted, replicated, or wrapped into a separate service offering for third parties.

2.5 No Subcontracting of Core Services

Client shall not replace or subcontract ERP.aero's software or systems in any implementation or integration involving ERP.aero Cloud Services. Any attempt to replicate, front, or functionally substitute ERP.aero Services without consent constitutes material breach.

3. TERM, TERMINATION, AND SERVICE FINALITY

3.1 Term

This Agreement begins on the Effective Date and continues until the end of all active Services Periods, unless earlier terminated as set forth herein.

3.2 Termination for Cause

Either Party may terminate this Agreement if the other Party materially breaches any term and fails to cure such breach within thirty (30) days after receiving written notice.

3.3 Suspension

ERP.aero may suspend access to the Services without liability if:

- a) Client fails to pay undisputed fees within ten (10) days after written notice;
- b) Client's use presents a security risk, may subject ERP.aero to liability, or violates applicable law;
- c) Continued use violates acceptable use policies under Section 2.

3.4 Effect of Termination

Upon expiration or termination of this Agreement:

- a) All licenses granted to Client will terminate;
- b) ERP.aero will retain Client Data for 30 days post-termination for secure retrieval;
- c) After the 30-day period, ERP.aero may delete all Client Data unless prohibited by law.

3.5 No Refund Policy

ERP.aero does not offer refunds for any portion of unused Services, onboarding, implementation, or other prepaid components. All initial setup fees and professional services are considered earned upon commencement. The absence of a defect clause is intentional; Client understands that delivery of Services begins immediately and incurs real, irreversible operational costs.

3.6 Survival

Sections related to confidentiality, intellectual property, limitation of liability, data rights, and dispute resolution will survive termination.

4. FEES, BILLING, AND TAXES

4.1 Fees

Client shall pay all fees specified in the applicable Order Form or AWS transaction. Fees may include subscription charges, implementation fees, professional services, or other fixed or variable costs. All fees are non-refundable and due in full, in advance, unless otherwise stated in the Order Form.

4.2 Billing and Payment Terms

If invoiced directly by ERP.aero, payment is due within thirty (30) days of the invoice date. Late payments will incur a finance charge of 1.5% per month (or the highest rate permitted by law), and ERP.aero may suspend Services for non-payment after written notice. Payment obligations are not contingent on the availability of future features or functionality.

4.3 Marketplace Billing

If purchased via AWS Marketplace, billing, payments, and applicable taxes are handled by AWS on behalf of ERP.aero. ERP.aero is not responsible for disputes or delays related to AWS billing mechanics.

4.4 Taxes

Client is responsible for all applicable taxes, duties, or assessments arising from this

Agreement, excluding taxes based solely on ERP.aero's net income. If Client is tax-exempt, it shall provide a valid exemption certificate.

4.5 Price Adjustments

ERP.aero reserves the right to change fees for any renewal term or additional purchases upon thirty (30) days' notice prior to the start of such term.

5. PRIVACY, DATA SECURITY, AND COMPLIANCE

5.1 Data Ownership

Client retains all rights, title, and interest in and to its Content and Applications. ERP.aero claims no ownership of Client Data. Client represents and warrants that it has full rights and permissions to transmit, process, or store such data using the Services.

5.2 Use of Client Data

ERP.aero shall access, use, and process Client Data only as necessary to provide the Services and to comply with applicable laws or lawful requests. ERP.aero shall not sell, disclose, or otherwise share Client Data except as permitted by this Agreement.

5.3 Security Obligations

ERP.aero maintains administrative, physical, and technical safeguards consistent with industry standards to protect the confidentiality, integrity, and availability of the Services and Client Data. This includes encryption of data in transit, user authentication controls, system logging, and regular vulnerability assessments.

5.4 Security Incident Notification

ERP.aero shall notify Client without undue delay upon becoming aware of any actual breach of security that results in the unauthorized access, disclosure, or use of Client Data. ERP.aero will provide available details, assist in mitigation, and cooperate with Client's reasonable compliance obligations, subject to applicable law.

5.5 Data Retention and Deletion

Upon termination, ERP.aero will retain Client Data for thirty (30) days solely for the purpose of enabling retrieval. After that period, all Client Data will be permanently deleted unless legally required to retain it.

5.6 No Sensitive Data Without Written Consent

Client shall not use the Services to store or process Highly Sensitive Information — including personal health data (PHI), credit card data (PCI-DSS), Social Security Numbers, or data subject to export control laws — unless ERP.aero provides prior written consent. Any such use without consent is a material breach.

6. CONFIDENTIALITY

6.1 Confidential Information

“Confidential Information” means any non-public information disclosed by one Party (“Disclosing Party”) to the other (“Receiving Party”) that is identified as confidential or that should reasonably be understood to be confidential under the circumstances. This includes business plans, source code, pricing, product roadmaps, and Client Data.

6.2 Obligations

The Receiving Party shall:

- a) Protect the Confidential Information using the same degree of care it uses to protect its own confidential materials (but no less than reasonable care);
- b) Not disclose Confidential Information to any third party without prior written consent; and
- c) Use Confidential Information only to fulfill obligations under this Agreement.

6.3 Exclusions

Confidential Information does not include information that:

- a) Was already lawfully known by the Receiving Party without confidentiality obligations;
- b) Becomes publicly known through no fault of the Receiving Party;
- c) Is lawfully received from a third party not under confidentiality restrictions; or
- d) Is independently developed without use of the Disclosing Party’s information.

6.4 Compelled Disclosure

The Receiving Party may disclose Confidential Information if legally compelled to do so by subpoena, court order, or government request, provided it gives prompt notice (to the extent legally allowed) and cooperates with any efforts to limit or contest the disclosure.

6.5 Survival

The confidentiality obligations in this Section survive for five (5) years following termination of the Agreement, or indefinitely with respect to Client Data, trade secrets, or security-related information.

7. WARRANTIES

7.1 Mutual Warranties

Each Party represents and warrants that:

- a) It has full legal power and authority to enter into and perform this Agreement;
- b) This Agreement has been duly authorized and executed and constitutes a valid and binding obligation;
- c) Its performance of the Agreement will not violate any other agreement or law to which it is subject.

7.2 ERP.aero Warranty

ERP.aero warrants that during the Services Period:

- a) The Cloud Services will materially conform to the applicable Program Documentation; and
- b) It will provide the Services in a professional and workmanlike manner, consistent with prevailing industry standards.

7.3 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ERP.AERO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

7.4 Exclusions

ERP.aero shall have no warranty obligation for:

- a) Issues arising from misuse, unauthorized modifications, or third-party integrations;
- b) Use of the Services in violation of the Agreement or Documentation;
- c) Services provided free of charge, in beta, or marked "preview," "experimental," or "evaluation."

8. LIMITATION OF LIABILITY

8.1 Exclusion of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR COST OF SUBSTITUTE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Aggregate Liability Cap

EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CLIENT TO ERP.AERO FOR THE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

8.3 Excluded Claims

The limitations above do not apply to:

- a) Client's payment obligations;
- b) Either Party's breach of confidentiality obligations;
- c) Either Party's indemnification obligations under Section 9;
- d) Claims involving death, personal injury, or gross negligence, willful misconduct, or fraud.

8.4 Liability Allocation

The Parties agree that the limitations in this Section are a reasonable allocation of risk and form an essential basis of the bargain between them.

9. INDEMNIFICATION

9.1 ERP.aero Indemnity

ERP.aero shall defend Client against any third-party claim alleging that the ERP.aero Programs, as provided and used in accordance with this Agreement, infringe any U.S. patent, copyright, or trade secret. ERP.aero shall indemnify Client against any damages, costs, or expenses finally awarded or agreed to in settlement, including reasonable attorneys' fees.

9.2 Client Indemnity

Client shall defend and indemnify ERP.aero against any third-party claim arising from:

- a) Client's breach of this Agreement;
- b) Use of the Services in violation of law or third-party rights;
- c) Client's Content or Applications infringing third-party intellectual property rights.

9.3 Indemnification Conditions

Each Party's indemnification obligations are subject to:

- a) Prompt written notice of the claim;
- b) Sole control of the defense and settlement, provided the settlement does not admit liability or impose obligations on the indemnified Party without its consent; and
- c) Reasonable cooperation in the defense at the indemnifying Party's expense.

9.4 Remedial Actions for Infringement

If ERP.aero believes the Cloud Services may infringe a third party's intellectual property rights, ERP.aero may, at its option and expense:

- a) Obtain the right for Client to continue using the Services;
- b) Modify the Services to be non-infringing while retaining equivalent functionality; or
- c) Terminate the affected Services and refund any prepaid, unused fees prorated from the termination date.

9.5 Exclusive Remedy

This Section 9 states each Party's sole and exclusive liability and the other Party's sole and exclusive remedy with respect to claims described herein.

10. GENERAL TERMS

10.1 Governing Law and Venue

This Agreement shall be governed exclusively by and construed in accordance with the laws of

the State of Wyoming, without regard to conflict of laws principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Teton County, Wyoming, for any dispute arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

10.2 Force Majeure

Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, terrorism, war, labor actions, supply chain failures, Internet outages, or government restrictions. The affected Party shall provide prompt notice and use reasonable efforts to resume performance.

10.3 Assignment and Change of Control

Client may not assign, delegate, or transfer this Agreement, in whole or in part, whether by merger, operation of law, or otherwise, without ERP.aero's prior written consent. Any attempted assignment in violation of this Section is void. ERP.aero may assign this Agreement in connection with a merger, acquisition, or sale of assets.

10.4 Subcontractors

ERP.aero may use qualified subcontractors for service delivery but remains fully responsible for their compliance with this Agreement. However, **Client may not subcontract, transfer, outsource, or repackage ERP.aero's Services** for use by third parties. This includes masking ERP.aero's technology under another brand or platform.

10.5 Export Compliance

Each Party shall comply with applicable export control laws and regulations. Client agrees not to export, re-export, or transfer any ERP.aero Programs or Services to any embargoed country or prohibited end-user under U.S. or foreign law.

10.6 No Implied Audit Rights

This Agreement does not grant Client any right to audit ERP.aero's facilities, records, codebase, security policies, or systems. Any inspection or verification must be explicitly agreed upon in writing and scoped for regulatory compliance only.

10.7 Independent Contractors

The Parties are independent contractors. Nothing in this Agreement shall be interpreted as creating an agency, partnership, employment, or joint venture relationship between the Parties.

10.8 Notices

All legal notices under this Agreement must be in writing and delivered by personal delivery, certified mail, or nationally recognized courier to the address specified in the Order Form or AWS transaction record. Notices are effective upon receipt.

10.9 Entire Agreement

This Agreement, together with all Order Forms and referenced Exhibits, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous understandings,

communications, or agreements. No modification or waiver is effective unless in writing and signed by both Parties.

10.10 Severability and Waiver

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force. Failure to enforce any right does not constitute a waiver of future enforcement of that right.

10.11 Survival

All provisions that by their nature should survive termination shall do so, including but not limited to Sections on Confidentiality, Limitation of Liability, Indemnity, Governing Law, and any accrued payment obligations.