

SONENDO

END USER LICENSE AGREEMENT

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Agreement and Terms and Conditions. You have purchased a product or service ("System") from Sonendo, Inc. ("Sonendo") pursuant to an agreement ("Agreement"). The Agreement is subject to Terms and Conditions ("Terms and Conditions").

End User License Agreement. As set forth in the Agreement, each System includes software which is owned by Sonendo and is subject to an end user license agreement. This Sonendo End User License Agreement is the "EULA" under the Agreement.

EULA Availability. A separate copy of this EULA is available online for downloading at www.sonendo.com/eula or you may write to ATTN: EULA Compliance at 26061 Merit Circle, Suite 102, Laguna Hills, CA 92653 and obtain a paper copy via US mail.

Updates and Modifications. Sonendo may from time to time in its sole discretion develop and provide Software Updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Sonendo has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your connectivity to the internet, you agree that the Sonendo may push automatic Updates to the System without notice or acceptance requirement and that this EULA will govern those automatic Updates.

Non-Acceptance. If you do not agree to this EULA, you will not obtain the benefit of the software. If you do not agree to amendments of the EULA, you will not obtain the benefit of modifications and upgrades to the software.

Priority of Agreements. In the event of any actual inconsistency between or among them, the contracts have the following priority: (1) the Terms and Conditions, (2) the Agreement, and (3) this EULA.

Defined Terms. Unless otherwise noted, all of the defined terms in this EULA have the same meaning as they have in the Agreement and Terms and Conditions.

New Defined Terms.

"Data" includes any information of any kind, in any form retained.

"Processing" means any operation or set of operations which is performed on Data or on sets of Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Software" includes proprietary computer programs, and associated manuals, license agreements and media upon which proprietary computer programs are recorded.

"Systems Data" means any Data which is Processed by the System.

"Ancillary Data" means any Data which is created as the result of Processing Systems Data and/or Processing pre-existing Ancillary Data.

"Total Data Set" means all Systems Data and all Ancillary Data.

Application of Existing Provisions. The Terms and Conditions applicable to "products" also apply to the Software and any Processing of Data. These include, without limitation, the Terms and Conditions with respect to Limited Warranties, Consequential Damages, Other Liability, Indemnity, and Proprietary Rights. The Terms and Conditions applicable to Confidential Information also apply to the Software, the methods and means of Processing of Data, and the Total Data Set (collectively, the "EULA Property").

EULA Property. EULA Property is the sole and exclusive property of Sonendo, which Sonendo may use, assign, license, sell, or transfer, in its sole discretion. For example, and without limitation, Sonendo has the right to Process the Total Data Set in any way it sees fit, in its sole discretion. You agree that you have no property interest in the EULA Property.

Grant of License. You are granted a limited license to use the Software under the terms of the Agreement, the Terms and Conditions, and this EULA, solely for the purposes of operation of the System.

Data Minimization. You agree not to submit any information about any identified or identifiable natural person to Sonendo by means of the System. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Data Location. The Systems will Process Data in the United States. You represent and warrant that your use of the System will not violate, or result in the violation, of any applicable laws, including without limitation, data protection laws.

Authorization. You represent and warrant that you are the authorized user of the System, and have full right, power, and authority to enter into this EULA.

Consideration and Acceptance. For good and valuable consideration, including but not limited to a continuing grant to use the Software according to the terms hereof, You agree to the terms of this EULA by clicking "**I accept the terms of the agreement**" below.