

AERIES SOFTWARE, LLC

PREMIUM CONVERSION PLAN

Employee Plan Summary

January 1, 2025

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ENROLL TO STRETCH YOUR BENEFIT DOLLARS

Aeries Software, LLC (“Aeries”) maintains the Aeries Software, LLC Premium Conversion Plan (“Plan”) for the exclusive benefit of its eligible employees.

The Plan allows you to save money by using pre-tax dollars to pay for your portion of premiums for certain health and welfare benefits (“Premium Contribution Benefits”) as well as to set-aside pre-tax dollars in a Health Savings Account (“HSA”). Alternatively, eligible employees may choose to pay for any of the benefits with after-tax contributions on a payroll-reduction basis.

The best way to understand how this works is through an example:

Married Filing Jointly	After-Tax Participant	Pre-Tax Participant
Gross Income	\$50,000	\$50,000
Pre-tax Premium Cost	N/A	(\$3,000)
Adjusted Gross Income	\$50,000	\$47,000
Standard Deduction	(\$24,400)	(\$24,400)
Taxable Income	\$25,600	\$22,600
Federal Income Tax	(\$2,681)	(\$2,327)
FICA Tax	(\$3,825)	(\$3,596)
After-Tax Contributions	(\$3,000)	N/A
Spendable Income	\$40,494	\$41,077
Take Home Pay Difference:		\$583

As you can see, the Plan’s before-tax contributions will reduce your taxable income and increase your spendable income (by \$583 in the above example). In addition, depending on where you live, your state income taxes may be lower.

Pre-Tax Benefit Options

The following pre-tax benefit options are available under the Plan as of January 1, 2025. Prior to the beginning of each subsequent Plan Year (January 1 through December 31), Aeries, at its discretion, may make changes to Plan benefits and will announce such changes during the Annual Open Enrollment period.

Premium Contribution Benefits

You have the choice to pay your share of the premium cost for the following benefits (“Premium

Contribution Benefits”) on a pre-tax or after-tax basis:

- Group Medical Benefits
- Group Dental Benefits
- Group Vision Benefits

The terms and conditions of the underlying Premium Contribution Benefits, including any additional eligibility rules for coverage, claims and appeals procedures, and details regarding the benefits provided are stated in the applicable benefit plan documents and are not governed by this Plan.

Dependent Eligibility. For purposes of Premium Contribution Benefits, the terms “spouse” and “dependent child” are defined as provided in the applicable component plan’s benefit documents.

HSA Benefits

The HSA allows you to set aside pre-tax dollars that can be used to cover most unreimbursed health care expenses (including dental and vision care expenses) provided they qualify as tax deductible under Internal Revenue Service (“IRS”) rules. Only “eligible individuals” can establish an HSA and make HSA contributions.

You may be eligible to enroll in and contribute to the HSA if:

- You are currently enrolled in Aeries’s qualifying high-deductible health plan (“HDHP”);
- You are *not* enrolled in any other disqualifying non-HDHP health plan (including a General-Purpose Health FSA), Medicare, Medicaid, or TRICARE; and,
- You *cannot* be claimed as a dependent on another individual’s tax return (most commonly as the taxpayer’s dependent child or as a household member for whom the taxpayer provides over half of your support and your gross income does not exceed the personal exemption amount).

An individual’s status as an HSA-Eligible Individual is determined monthly as of the first day of the month. The HSA contribution limit is calculated each month, and a contribution can be made for months in which the individual actually meets or is treated as meeting all the requirements for HSA eligibility.

HSA Contribution Limits. The amount a Participant can contribute to an HSA will depend on the type of HDHP coverage (e.g. self-only or family), the Participant’s age, the date the Participant becomes

an eligible individual, and the date the Participant ceases to be an eligible individual.

In no event shall the annual contributions to a Participant's HSA exceed the inflation-indexed statutory amount announced by the IRS each year. For example, for the 2026 tax year a Participant may contribution up to the following limits on a pre-tax basis:

- **Self-Only HDHP Coverage:** \$4,400 (\$5,400 if the Participant is age 55 or older); or,
- **Family HDHP Coverage:** \$8,750 (\$9,750 if the Participant is age 55 or older).

How the Plan Works

The Plan permits you to make pre-tax or after-tax contributions to pay for any of the Benefit Options noted above for yourself and, if applicable, your spouse and eligible children. In order to pay for your elected Benefit Options through pre-tax salary reductions, you must follow the enrollment procedures adopted by Aeries as described below.

Benefit Costs

The cost sharing requirements for your Benefit Options will be detailed in your enrollment materials. A copy of the current Plan Year's schedule of benefits and contributions is available upon request from Aeries and is attached to this Employee Plan Summary by reference.

When you elect to pay for benefits on a pre-tax basis, you agree to a salary reduction to pay for your share of the cost of coverage with pre-tax funds instead of receiving a corresponding amount of your regular pay that would otherwise be subject to taxes. For the rest of the Plan Year, you must pay contributions for such coverage by having that portion deducted from each paycheck on a pre-tax basis (generally an equal portion from each paycheck, or an amount otherwise agreed to or as deemed appropriate by the Plan Administrator).

Pre-Tax Considerations

Social Security and Unemployment Insurance Benefits. Because your contributions are made on a pre-tax basis, they lower the earnings on which your Social Security taxes are based. This means your future Social Security earnings may be reduced. Your pre-tax contributions may also reduce the earnings used to calculate your unemployment insurance benefits.

Highly Compensated Employees. Certain highly paid employees may have their elections reduced in order for the Plan to comply with applicable federal

laws prohibiting discrimination. If this applies to you, you will be notified.

Contributions for Non-Tax Dependents. If you elect coverage for your eligible domestic partner who is not your federal tax dependent, you will be required to pay contributions for the partner coverage on an after-tax basis and the amount Aeries contributes toward your partner's coverage will be treated as imputed income. The amount of your imputed income will be added to your paychecks each payroll period and will be subject to income tax withholding. Before enrolling your domestic partner, you should talk to your tax advisor about the tax implications for you.

Plan Participation

All eligible employees who enroll in any of the Plan's Benefit Options will be eligible to participate in this Plan. When you first become eligible for coverage, you will receive enrollment materials with information about the benefits offered under the Plan, the cost for each benefit choice, and instructions for completing your elections in a timely manner. You must complete the election form (or any electronic enrollment materials) prior to your coverage date. The benefits you enroll in will take effect once you meet any applicable waiting periods or other requirements.

Default or Negative Elections

Consistent with federal regulations, Aeries at its discretion, may automatically enroll newly eligible employees in certain benefits for the remainder of their first Plan Year. In the event Aeries adopts such enrollment procedures, it will provide you with the opportunity to modify the default elections or to entirely waive participation in the Plan.

Annual Open Enrollment

The Plan's Plan Year runs from January 1 through December 31 of the same calendar year. New enrollment materials will be provided to you during the annual Open Enrollment period held prior to the beginning of each Plan Year. It's important to remember that, once the annual Open Enrollment period ends, your benefit elections are irrevocable for the entire 12-month coverage period unless you experience a Qualifying Life Event as described below.

Once you enroll in the Plan, you will not need to complete another election form for any subsequent Plan Year to continue participation. Your prior elections generally will continue without change until you decide to make an election change during a permissible enrollment period. Any increase or

decrease in premium costs will automatically be deducted from your paycheck.

Irrevocability of Elections

Except for the Permissible Elections Changes described below, you generally cannot change your benefit elections for the duration of the coverage period or Plan Year with regard to participation in the Plan, salary reduction amounts, and elections of particular Benefit Options.

In addition, if you do not enroll in the Plan when first eligible (either because you waive coverage or fail to submit your election materials within the required timeframe), you will not have an opportunity to elect coverage again until the next Plan Year unless you experience one of the Qualifying Life Events described below.

HSA Exception. If you elect HSA benefits you can prospectively start, stop, or otherwise change your election to make HSA contributions at any time during the Plan Year.

Permissible Election Changes

Certain changes to your family or employment status ("Qualifying Life Event") may allow you a new 30-day window during which you may change your elections. The changes you make to your participation in the Plan must be made on account of, and consistent with, the change(s) in your family or employment status. In general, you cannot make changes retroactively. And if you stop participating, you can't be reimbursed for expenses incurred after the coverage end date.

See Appendix A for a list of permissible Qualifying Life Events. To make a change, contact Aeries's Human Resources at 714-575-3685 to request the required change-in-enrollment materials.

Leave of Absence

Subject to the leave policies and procedures adopted by Aeries and to the extent prescribed by law, you may be eligible to continue certain Plan benefits for a period of time during an approved leave of absence.

Unpaid Leave of Absence. In general, if you go on unpaid FMLA, USERRA, or other approved unpaid leave of absence that does not affect your eligibility, you may continue certain Plan benefits for a limited period of time so long as you continue to make any required contribution payments in accordance with the payment procedures adopted by Aeries and all applicable laws.

If you go on an approved unpaid leave of absence that affects your eligibility, the applicable Permissible Election Change rules may apply upon your return to work.

Paid Leave of Absence. During a paid leave of absence, you generally will continue coverage under the Plan on the same terms and conditions as required prior to the leave of absence so long as you were enrolled in the Plan prior to the commencement of the leave of absence. Your regular contribution amounts, including pre-tax contributions will continue to be deducted from your compensation while on leave.

Please refer to Aeries's leave policies and procedures for a description of the different types of leaves of absence available to you, the maximum length and types of benefits available while on a leave of absence, employee contributions requirements, and the procedures for paying your share of premiums.

Cessation of Participation

Unless otherwise stated in the applicable Premium Contribution Benefit's plan documents, your coverage under the Plan will cease upon the earliest of the following:

- The date or end of the month in which you cease to satisfy the eligibility requirements for a particular Plan benefit. This may result from your death, reduction in hours, or termination of active employment;
- The end of the period for which you paid your required contribution if the contribution for the next period is not paid when due;
- The date you report for active military service, unless coverage is continued through the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA");
- The date that your coverage is terminated by amendment of the Plan, by whole or partial termination of the Plan, termination of the contract or agreement, or by discontinuance of contributions by Aeries; or,
- If you participate in the HSA and later decide to dis-enroll from Aeries's HDHP plan, your HSA payroll deductions will cease as of the date you are no longer covered by the HDHP plan..

Depending on the reason for termination of coverage, you and your covered spouse and dependent child(ren) may have the right to temporarily remain participants in the Plan's health care benefits in accordance with federal or state law. If you are eligible, continuation coverage generally will be provided on an after-tax basis.

Claims for Benefits

Claims for Premium Contribution Benefits or HSA benefits (e.g., the right to pay insurance premiums or make HSA contributions with pre-tax dollars, or the right to make an election change due to a Qualifying Life Event) must be filed with Aeries or the Plan Administrator in a timely manner. Aeries or the Plan Administrator may prescribe a form or forms for filing such claims, and, if it does so, a claim will not be deemed properly filed unless such form is used.

This Plan allows you to pay for benefits on a pre-tax basis. To file a claim or appeal for an underlying coverage related to your Premium Contribution Benefits, you must follow the claims and appeals procedures set forth in the benefit documents applicable to the underlying coverage (e.g. Medical, Dental, or Vision plan) for which you are requesting reimbursement.

If you participate in the HSA, your HSA is an individual account. The procedure for filing for

reimbursements under the HSA shall be determined by the HSA trustee/custodian and not by this Plan. This means that you do not have to request approval from the Plan to receive a distribution. You are responsible for determining whether expenses reimbursed by your HSA are qualified HSA expenses, and for any adverse tax consequences from a non-qualified withdrawal.

Plan Contact Information

For questions or to request copies of Plan enrollment materials, contact Aeries:

Aeries Software, LLC
Attn: Human Resources
770 The City Drive South, Suite 6500
Orange, CA 92868-4923
714-575-3685

APPENDIX A

AERIES SOFTWARE, LLC PREMIUM CONVERSION PLAN EMPLOYEE PLAN SUMMARY

Permissible Election Changes

You may revoke a benefit election (including, but not limited to, an election not to receive benefits under the Plan) after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year if both the revocation and new election are on account of and consistent with a Qualifying Life Event pursuant to this Section. The Plan Administrator reserves the right to determine whether you have experienced a Qualifying Life Event and whether the requested election is consistent with such event.

Generally, election and salary reduction changes shall be effective only on a prospective basis (i.e., election changes will become effective no earlier than the first day of the next calendar month following the date that the election change request was filed). However, an election change on account of a Special Enrollment Right, attributable to the birth, adoption, or placement for adoption of a new dependent child may, subject to the provisions of the underlying group health plan, be effective retroactively back to the date of the Qualifying Life Event.

If you undergo one of the below Qualifying Life Events and would like to modify your Plan elections, you must inform the Plan Administrator and complete the required election materials (including a new Salary Reduction Agreement) within 30 days after the occurrence of the Qualifying Life Event (or within 60 days after the occurrence in the case of a Special Enrollment Right due to loss of eligibility for Medicaid or state Children's Health Insurance Program (CHIP) coverage).

Change of Status

Qualifying Life Events include a change of status due to one of the following events permitted under the rules and regulations adopted by the Department of the Treasury, but only if the Qualifying Life Event changes the individual's eligibility for the applicable benefit. These change in status rules apply to elections for all qualified benefits:

- **Legal Marital Status.** Events that change an employee's legal marital status, including marriage, death of employee's spouse, divorce, legal separation, and annulment.
- **Number of Dependents.** Events that change the number of employee's dependents, including following birth, death, adoption, placement for adoption.
- **Employment status.** Any of the following events that change the employment status of the employee, the employee's spouse, or the employee's dependent: termination or commencement of employment; strike or lockout; commencement of or return from an unpaid leave of absence; or a change in worksite. In addition, if the eligibility conditions of this Plan or other employer-sponsored plan of the employee, spouse, or dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection.
- **Dependent Satisfies or Ceases to Satisfy Eligibility Requirements.** Events that cause an employee's dependent to satisfy or cease to satisfy eligibility requirements for coverage on account of attainment of age, change in student status, or any similar circumstance.
- **Residency Change.** A change in the place of residence of the employee, spouse, or dependent that results in a loss of eligibility for coverage (e.g. relocates outside the current plan's service area).

HIPAA Special Enrollment Rights

An employee may change an election for group health coverage during a Plan Year and make a new election that corresponds with HIPAA Special Enrollment Rights, including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP), as long as the employee meets the notice requirements. Special Enrollment Rights can occur when:

- You lose eligibility for coverage under a group health plan or other health insurance coverage (such as if you and your dependents lose coverage under your spouse's plan) or if your employer terminates contributions toward health coverage.
- You gain a new dependent through marriage, birth, adoption, or being placed for adoption.
- You or your dependents lose coverage under a CHIP or Medicaid or become eligible to receive premium assistance under those programs for group health plan coverage.

ACA Marketplace/Exchange Enrollment

Qualifying Life Events include the opportunity to enroll in the ACA Marketplace/Exchange or other plans that offer minimum essential coverage under the ACA. These Qualifying Life Events apply to elections for group health plan coverage that is not Health FSA benefit coverage and that provides minimum essential coverage under the ACA:

- **ACA Marketplace/Exchange Election.** You may elect to cancel contributions for and payment of your portion of the group health plan premiums if (1) you are eligible for a special enrollment period to enroll in a "qualified health plan" through an ACA Marketplace or (2) you are seeking to enroll in a qualified health plan through a Marketplace during the Marketplace's annual open enrollment period.

In addition, you may prospectively drop some or all covered family members from the group health plan consistent with their enrollment or intended enrollment in an ACA Marketplace/Exchange.

- **ACA Reduction in Hours.** You may elect to cancel contribution for and payment of the employee-paid portion of group health plan premiums if (1) you had been reasonably expected to average at least 30 hours of service per week and subsequently move to a position in which you are reasonably expected to average less than 30 hours of service per week, even if you continue to be eligible under your employer-sponsored group health plan; and (2) your revocation of the election of coverage under the group health plan corresponds to your (and any dependents') intended enrollment in another plan that provides ACA minimum essential coverage with the new coverage effective no later than the first day of the second month following the month in which the original coverage is revoked.

Change in Cost or Coverage

A change in cost or coverage, as follows, may allow an election change:

- **Change in Coverage under Another Employer's Plan.** You may make a new election if there is a change in coverage (for you, your spouse or your dependent) under a plan provided by another employer. Your new election must be on account of the change in the other employer's plan and correspond with that change. Among other things, this rule permits you to make election changes during another plan's open enrollment period.
- **Significant Coverage Decrease with or without Loss of Coverage.** If your coverage under a benefit is significantly curtailed or ceases during a Plan Year, you may revoke your election of such benefit and, in its place, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.
- **Significant Improvement or Addition of a New Benefit.** If, during the period of your coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then you may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, if you are not participating in the Plan when these options are added or changed, you may opt to become a participant and elect the new or newly improved benefit package option.
- **Significant Cost Increase.** If the cost of one of your benefit options increases significantly, you may either make corresponding changes in your payments or revoke your elections and, in lieu thereof, receive on a prospective basis coverage under another benefit option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.
- **Significant Cost Decrease.** If the cost of your benefit option decreases significantly, you may make corresponding changes in your payments. In addition, if you are not enrolled in the Plan and the cost of an option decreases significantly, you may elect coverage under the corresponding benefit package.
- In addition, if the expenses for a Component Plan increase or decrease during a Plan Year, the Plan may automatically increase or decrease accordingly your required periodic contribution for such health insurance benefits.

Other Situations

Other situations that may permit an election change:

- **Court Order.** A judgment, decree, or other order resulting from a divorce, legal separation, annulment, or change in legal custody (including a Qualified Medical Child Support Order) that requires accident or health coverage for an employee's child or for a foster child who is a dependent of the employee. The employee may change his or her election to provide coverage for the child if the order requires coverage for the child under the Plan and may cancel coverage under the Plan for the child if the order requires the employee's spouse, former spouse, or other individual to provide coverage for the child, and that coverage is, in fact, provided.
- **Entitlement to Medicare or Medicaid.** If an employee or an employee's spouse or dependent who is enrolled in an employer-sponsored accident or health plan becomes enrolled under Part A or Part B of Medicare or under Medicaid (other than coverage consisting solely of benefits under the program for distribution of pediatric vaccines), the employee may make an election change to cancel or reduce coverage of that employee, spouse, or dependent under the accident or health Component Plan. In addition, if an employee or an employee's spouse or dependent who has been enrolled in such coverage under Medicare or Medicaid loses eligibility for such coverage, the employee may make an election to commence or increase his or her coverage or the coverage of his or her spouse or dependent, as applicable, under Aeries's accident or health plan.
- **Loss of Coverage under Health Plan of a Governmental or Educational Institution.** If an employee or an employee's spouse or dependent is enrolled in a group health coverage sponsored by a governmental or educational institution and loses such coverage, the employee may make an election change to add coverage under a corresponding Aeries plan. Group health coverage sponsored by a governmental or educational institution includes (but is not limited to) coverage under: a state children's health insurance program (SCHIP); a medical care program of an Indian Tribal government, the Indian Health Service, or a tribal organization; a state health benefits risk pool; and a foreign government group health plan.
- **FMLA Leaves of Absence.** Aeries will (a) allow an employee going on FMLA leave to either revoke or continue group health coverage; or (b) require that group health coverage continue but allow the employee to delay paying his or her share of the premiums until the employee returns to active work.
- **COBRA Premiums.** If the employee or the employee's spouse or dependent becomes eligible for continuation coverage under an employer's group health plan as provided in Code section 4980B or any similar state law, the employee may elect to increase contributions under the Plan in order to pay for the continuation coverage.
- **Correcting Discrimination Issues under the Code.** If Aeries determines before or during a Plan Year that the Plan or one of its Component Plans will fail to satisfy any nondiscrimination requirement imposed by the Code or any limitation on benefits provided to highly compensated or key employees, Aeries may decrease or revoke the elections of affected highly compensated or key employees to ensure compliance with such nondiscrimination requirements or benefit limitation.