

AERIES SOFTWARE, LLC

PREMIUM CONVERSION PLAN

Originally Effective December 1, 2023
Amended and Restated as of January 1, 2025

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SECTION 1 – ESTABLISHMENT AND PURPOSE

1.1 Establishment and Purpose

Aeries Software, LLC (“Aeries”) has established the Aeries Software, LLC Premium Conversion Plan (“Plan”) to provide its eligible Employees the opportunity to reduce their taxable salary (“Compensation”) to cover the cost of certain Elective Benefits on a pre-tax basis. Alternatively, eligible employees may choose to pay for any of the Elective Benefits with after-tax contributions on a payroll-reduction basis.

The Plan is intended to qualify as a “Cafeteria Plan” within the meaning of Code Section 125 and the regulations issued thereunder and shall be interpreted in a manner consistent with the requirements thereof. Each eligible Employee shall have the opportunity to elect any of the following Elective Benefits:

- The Plan’s Premium Contribution Benefits set forth in Section 7.
- The health savings account (“HSA”) set forth in Section 8, which is intended to qualify as an HSA within the meaning of Code Section 223.

1.2 Original Effective Date

This plan originally took effect on December 1, 2023.

1.3 Amendment and Restatement

This restatement reflects all changes made to the Plan, including all changes required to achieve compliance with applicable Internal Revenue Services (“IRS”) regulations as of January 1, 2025.

1.4 The Plan

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written plan requirement of Code Section 125(d) and the regulations thereunder.

1.5 Definitions

As used herein, the following words and phrases shall have the following respective meanings when capitalized:

ACA. ACA means the Patient Protection and Affordable Care Act of 2010, as amended from time to time.

Account. Any of the accounts established by Aeries pursuant to Section 6.2 to which a Participant's Contributions are credited.

Annual Enrollment Period. The period of time (as determined by Aeries) during which eligible Employees make benefit elections for the subsequent Plan Year.

COBRA. The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time.

Code. The Internal Revenue Code of 1986, as amended from time to time.

Compensation. With respect to any pay period, the total cash remuneration received, or which would have been received, by the Participant from Aeries during the Coverage Period prior to any Employee contributions authorized under the Plan.

Contributions. Any amount withheld from an eligible Employee’s Compensation pursuant to an actual or deemed Salary Reduction Agreement that allows the eligible Employee to elect one or more Elective Benefits that are qualified benefits pursuant to Code Section 125(f) and other applicable laws.

Coverage Period. The Plan Year, with the following exceptions:

- For Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date on which participation commences; and,
- For Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date on which participation terminates.

Dependent Child. A Dependent Child includes:

- Any individual who qualifies as a dependent under the applicable Premium Contribution Benefit plan;
- An individual as defined in Code Section 105(b);
- Any child (as defined in Code Section 152(f)(1)) of the Participant who as of the end of the taxable year has not attained age 27;
- Any child of the Employee to whom IRS Revenue Procedure 2008-48 applies (regarding certain children of divorced or separated parents who receive more than half of their support for the calendar year from one or both parents and are in the custody of one or both parents for more than half of the calendar year).

Elective Benefits. Cash and any of the various qualified benefits under Code Section 125(f) and corresponding regulations listed on Appendix B made available by Aeries to the eligible Employees who elect to participate in the Plan.

Employee. An individual whose relationship with Aeries is, under common law, that of an employee and who is on Aeries's payroll.

Employer. Aeries Software, LLC, any predecessor or successor entity that has adopted the Plan with the consent of Aeries.

ERISA. ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time.

FMLA. The Family and Medical Leave Act of 1993, as amended from time to time.

Health Care Expenses. For purposes of the HSA, expenses incurred by a Participant for medical care, as defined in Section 213(d).

Health Savings Account or HSA. A health savings account established under Code Section 223. Such arrangements are individual trusts or custodial accounts, each separately established and maintained outside of this Plan by an Employee with a qualified trustee/custodian.

High Deductible Health Plan or HDHP. One of the medical plans offered to eligible Employees by Aeries that is intended to qualify as a high deductible health plan ("HDHP") under Code Section 223(c)(2).

Highly Compensated Individual. An individual within the meaning of Code Section 125(e)(2) and the Treasury regulations thereunder.

HIPAA. The Health Insurance Portability and Accountability Act of 1996, as amended.

HSA-Eligible Individual. An individual who is eligible to contribute to an HSA who has elected coverage under the HDHP plan offered by Aeries and who has not elected any disqualifying non-HDHP health care coverage (e.g. General-Purpose Health FSA, health reimbursement arrangement, Medicare).

Key Employee. An individual within the meaning of Code Section 416(i)(1) and the Treasury regulations thereunder.

Participant. An eligible Employee or former eligible Employee who participates in the Plan after meeting the eligibility and participation requirements set forth by Aeries.

Permissible Election Change. Any of the allowable mid-year election changes listed in Section 5 that are permitted under the Plan due to one of the "Qualifying Life Events" included in Code Section 125 and the regulations issued thereunder that the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted mid-year election changes.

Plan. The Aeries Software, LLC Premium Conversion Plan as set forth herein, including all attachments hereto, as amended from time to time.

Plan Administrator. Aeries Software, LLC and the person or persons designated by Aeries as being responsible for the operations and administration of the Plan, or the authorized delegate(s) of such person or persons.

Plan Sponsor. The Plan Sponsor is Aeries Software, LLC.

Plan Year. The 12-consecutive month period beginning on January 1 through December 31 of the same calendar year.

Premium Contribution Benefit. Any of the Elective Benefits sponsored by Aeries for which Participants can pay their share of premium costs on a pre-tax or after-tax basis.

Salary Reduction Agreement. The actual or deemed agreement (election form) made by an eligible Employee under which the Employee agrees to pay for Elective Benefits through payroll deductions.

Spouse. A spouse shall mean the individual defined in the applicable Benefits Documents. If not defined in the Benefits Documents, a spouse shall mean the individual who is legally married to an Employee as determined under the laws of the state or sovereign country where the place of ceremony occurred and who is treated as a spouse for federal income tax purposes pursuant to Revenue Ruling 2013-17.

USERRA. The Uniformed Services Employment and Reemployment Rights Act of 1994, as amended from time to time.

SECTION 2 – ADMINISTRATION OF THE PLAN

2.1 In General

Aeries shall be the Plan Administrator, unless Aeries elects otherwise. Aeries may appoint any person, including, but not limited to selected Employees of Aeries, to perform the duties of the Plan Administrator. Any person so appointed shall signify acceptance in writing (or such other form as acceptable to both parties) with Aeries. The Plan Administrator shall be charged with the full power and the responsibility for administering the Plan in all its details. If no Plan Administrator has been appointed by Aeries, or if the person designated as Plan Administrator by Aeries is not available to serve as such for any reason, Aeries shall be deemed to be the Plan Administrator of the Plan.

A Plan Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to Aeries or be removed by Aeries by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Plan Administrator if no date is specified. Aeries shall be empowered to appoint and remove the Plan Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Participants in the Plan in accordance with the terms of the Plan and all applicable laws.

2.2 Plan Administrator Powers and Responsibilities

Administration of the Plan. The Plan Administrator shall have all powers necessary to administer this Plan, including the power to construe and interpret the Plan documents; to decide all questions relating to an Employee's eligibility to participate in the Plan; to determine the amount, manner, and timing of any payment of benefits or change in accordance with the Plan; and to appoint or employ advisors, including legal counsel, to render advice with respect to any of the Plan Administrator's responsibilities under the Plan. Any construction, interpretation, or application of the Plan by the Plan Administrator shall be final, conclusive, and binding. All actions by the Plan Administrator shall be taken pursuant to uniform standards applied to all persons similarly situated.

Records and Reports. The Plan Administrator shall be responsible for maintaining sufficient records to reflect the Compensation of each Participant for purposes of determining the amount of Compensation received by a Participant under the Plan. The Plan Administrator shall be responsible for submitting all required reports and notifications relating to the Plan to Participants or their beneficiaries, the Internal Revenue Service, and the Department of Labor. Aeries shall keep or cause to be kept all books of account, records and other data as may be necessary or advisable in its judgment for the administration of the Plan.

Rules and Decisions. The Plan Administrator may adopt such rules as it deems necessary, desirable, or appropriate in the administration of the Plan. All rules and decisions of the Plan Administrator shall be applied uniformly and consistently to all Employees and Participants in similar circumstances. When making a determination or calculation, the Plan Administrator may rely upon all such information so furnished, including the Participant's, former Participant's, or beneficiary's current mailing address. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

2.3 Allocation of Duties and Responsibilities

The Plan Administrator may designate persons other than the Plan Administrator to carry out any of its duties and responsibilities under the Plan. A Plan fiduciary shall have only those specific powers, duties, responsibilities, and obligations as are explicitly given him under the Plan. It is intended that each fiduciary shall not be responsible for any act or failure to act of another fiduciary. A fiduciary may serve in more than one fiduciary capacity with respect to the Plan.

Aeries agrees to indemnify any Employee, person or entity serving as the Plan Administrator against all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses, paid in settlement of any claims approved by Aeries) occasioned by any act or failure to act in connection with the Plan, except where such act, or failure to act, is the result of willful neglect or gross negligence on the part of such Employee, person or entity.

2.4 Payment of Expenses

Aeries shall pay all expenses authorized and incurred by the Plan Administrator in the administration of the Plan, unless, by agreement or common practice, the Plan Administrator absorbs such expenses.

2.5 Insurance Control Clause

In the event of a conflict between the terms of this Plan and the terms of an insurance contract and any attachments, the terms of the insurance contract and attachments shall control as to those Participants receiving coverage under such insurance contract. For this purpose, the insurance contract, shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to, and the circumstances under which insurance terminates.

2.6 Inability to Locate Payee

If a payment is due under the Plan, and if notice of such payment due is mailed to the last known address of such person, as shown on the Plan records, and within six (6) months after such mailing such person has not made written claim therefore, the Plan Administrator shall, unless otherwise provided in the Benefit Documents, direct that such payment and all remaining contributions otherwise due to such person be canceled, and upon such cancellation, the Plan shall have no further liability therefore.

2.7 Priority of Contributions

Contributions shall be deemed to come first from amounts contributed by eligible Employees and then from amounts contributed by Aeries.

SECTION 3 – ELIGIBILITY AND PARTICIPATION

3.1 Employee Participation

An eligible Employee will become a Participant after he or she has satisfied the applicable eligibility requirements set forth in Appendix A, provided that such Employee makes a timely coverage election and makes all required contributions at the time and in the manner specified by Aeries. However, any eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

3.2 HIPAA Special Enrollment

Notwithstanding any other provisions in this Section, any Employee who becomes eligible under the Health Portability and Accountability Act of 1996 (“HIPAA”) special enrollment rules for coverage by group health plan offered under the Plan shall be allowed to participate in the Plan, so long as such Employee complies with the provisions set out in HIPAA.

3.3 Leave of Absence

Subject to the leave policies and procedures adopted by Aeries and to the extent prescribed by law, a covered Employee 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 a covered Employee goes on an unpaid FMLA, USERRA, or other approved unpaid leave of absence that does not affect eligibility, he or she may, at the covered Employee’s option, continue certain benefits under the Plan for a limited period of time, so long as he or she continues to make any required contribution payments. The covered Employee may, with the approval of the Plan Administrator, make required contribution payments through one of the following methods:

- By prepayment before taking leave with a pre-leave salary reduction contribution;
- By after-tax contributions while on leave; or,
- With catchup salary reduction contributions after the leave ends.

If a Participant goes on an approved unpaid leave of absence that affects eligibility, the applicable Permissible Election Change rules in Section 4.4 may apply upon his or her return to work.

Paid Leave of Absence. During a paid leave of absence, a covered Employee generally will continue coverage under the Plan on the same terms and conditions as required by the Plan Administrator prior to the leave of absence so long as the Employee had benefit elections in place prior to the commencement of the leave of absence. The covered Employee’s regular Contribution amounts, including pre-tax Contributions, shall continue to be deducted from his or her Compensation while on leave.

Family and Medical Leave Act (“FMLA”)

Notwithstanding any provision to the contrary in this Plan, if a covered Employee goes on an approved unpaid leave under FMLA, Aeries will, to the extent required by FMLA, continue to maintain the Employee’s group health plan benefits on the same terms and conditions as if he or she had not taken the leave.

Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”)

Notwithstanding any provision herein to the contrary in this Plan, if a Covered Employee goes on a qualifying leave of absence under USERRA, then, to the extent required by USERRA, Aeries will continue to maintain the Employee’s group health plan benefits on the same terms and conditions as if he or she had not gone on the qualifying leave.

Applicable State or Municipal Law

Aeries shall permit a participant to continue participation in the Plan as required under any applicable state or municipal law to the extent that such law is not pre-empted by federal law.

3.4 Cessation of Participation

Unless otherwise stated in the applicable Benefit Documents, a Participant’s coverage will cease upon the earliest of the following:

- Either the date on which or the end of the month in which the Participant ceases to satisfy the eligibility requirements, as provided in the terms of the applicable Benefit Documents. This may result from the Participant's death, reduction in hours, or termination of active employment;
- The end of the period for which the Participant paid the required contribution if the contribution for the next period is not paid when due;
- The date the Participant reports for active military service, unless coverage is continued through USERRA; or,
- The date that the Participant's coverage is terminated by amendment of the Plan, by whole or partial termination of the Plan, termination of the insurance contract or agreement, or by discontinuance of contributions by Aeries.

Distributions from a Participant's HSA (whether before or after termination of employment) and all other matters relating to a Participant's HSA are outside of the governance of this Plan and shall be handled by the Participant and his or her trustee/custodian in accordance with the agreement between them.

3.5 Reinstatement of Former Participants

A former Participant whose participation in the Plan ceases due to termination of employment, and who is subsequently rehired by Aeries must meet the Plan's then current entry guidelines to participate in the Plan.

SECTION 4 – BENEFIT ELECTIONS

The Plan Administrator, or its delegate, shall establish procedures and deadlines for filing Salary Reduction Agreements/Election Forms. In no event may an eligible Employee make elections on or after the date on which the cash that he or she would otherwise receive through payroll is made available.

4.1 Elections

Each newly eligible Employee who chooses to participate in the Plan shall timely file a Salary Reduction Agreement/Election Form with Aeries after satisfying the eligibility requirements set forth in Section 3.1. The election shall provide that the Participant's Compensation in each payroll period shall be reduced by a specific amount not to exceed the lesser of the limits set forth in such Employee's elected Elective Benefits, or the Participant's Compensation for that payroll period. An Employee who does not elect benefits when first eligible may not enroll in the Plan until the next Annual Enrollment Period unless a Qualifying Life Event occurs pursuant to Section 4.4 below.

Default Coverage. Consistent with Proposed Treasury Regulation Section 1.125-2(b), the Plan Administrator, at its discretion, may automatically enroll newly eligible Employees in certain benefits for the remainder of the Plan Year ("Default Coverage"). In the event Aeries adopts Default Coverage procedures, it shall give eligible Employees the opportunity to change their Default Coverage election or to waive participation in the Plan.

4.2 Annual Enrollment Period

Before making their annual benefit elections, all eligible Employees and Participants shall be notified of the administrative procedures involved in the benefit election process. Unless provided otherwise by Aeries, if a Participant does not make a new election with respect to the Premium Contribution Benefits during an Annual Enrollment Period, the Participant's coverage under the Premium Contribution Benefits will remain the same and will continue to apply during the next Plan Year. The amount of the reduction in the Participant's Compensation for such subsequent Plan Year shall be adjusted automatically in the event of a change in the cost of the Premium Contribution Benefit coverage.

4.3 Irrevocability of Elections

Except as described in Section 4.4, a Participant may not change any elections for the duration of the Coverage Period with regard to participation in the Plan, salary reduction amounts, and elections of particular Elective Benefits. However, as described in Section 8.2, an election for HSA benefits can be changed at any time on a prospective basis.

4.4 Permissible Election Changes

Elections made or deemed to be made under the Plan for any Plan Year may not be changed or revoked after the first payroll period to which they apply, except on account of and consistent with a Qualifying Life Event described in Section 5 of this Plan document. The Participant generally must notify Aeries within 30 days of the event giving rise to a change in order to revoke his or her elections and make a new election (60 days in the case of a HIPAA Special Enrollment right due to the loss of eligibility for Medicaid or CHIP). Generally, election and salary reduction changes shall be effective on a prospective basis only (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 HIPAA 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 event.

4.5 Submitting Notices, Designations, and Elections

All notices, designations and elections of Participants shall be submitted to the Plan Administrator electronically or on paper forms as specified by the Plan Administrator. In accordance with IRS regulations regarding the electronic submission of documents, each Participant shall be effectively able to access the electronic system used to make an election. In addition, the electronic system shall be reasonably designed to preclude any other individual from making the election (authentication); provide the Participant with a reasonable opportunity to review, confirm, modify, or rescind the terms of the election before the election is

effective (review); and provide the Participant with a confirmation of the effect of the election, either through a written paper document or through an electronic medium, within a reasonable time after the election is made (confirmation).

SECTION 5 – PERMISSIBLE ELECTION CHANGES

Participants generally cannot change benefit elections under the Plan or vary the salary reduction amounts that they have selected during the Plan Year. However, a Participant may revoke certain benefit elections after the Plan Year has commenced and make new elections with respect to the remainder of the Plan Year if both the revocation and new elections are on account of and consistent with a Qualifying Life Event. The Plan Administrator reserves the right to determine whether an Employee has experienced a Qualifying Life Event and whether the Employee's requested election is consistent with such event.

Election and salary reduction changes shall be effective on a prospective basis only (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), except that an election change on account of a HIPAA 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 event.

If a Participant undergoes a Qualifying Life Event, he or she must inform the Plan Administrator and complete a new Election Form within 30 days after the occurrence of the qualifying event (or within 60 days in the case of a Special Enrollment Right due to loss of eligibility for Medicaid or 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:

- He or she loses eligibility for coverage under a group health plan or other health insurance coverage (such as if the employee and their dependents lose coverage under the employee's spouse's plan).
- He or she gains a new dependent through marriage, birth, adoption, or being placed for adoption.
- The employee or their 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.** An employee may elect to cancel contributions for and payment of their portion of the group health plan premiums if (1) he or she is eligible for a special enrollment period to enroll in a "qualified health plan" through an ACA Marketplace or (2) he or she is seeking to enroll in a qualified health plan through a Marketplace during the Marketplace's annual open enrollment period.

In addition, a covered employee 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.** An employee may elect to cancel contribution for and payment of the employee-paid portion of group health plan premiums if (1) he or she had been reasonably expected to average at least 30 hours of service per week and subsequently move to a position in which the employee is reasonably expected to average less than 30 hours of service per week, even if they continue to be eligible under the employer-sponsored group health plan; and (2) the revocation of the election of coverage under the group health plan corresponds to the employee's (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.** An employee may make a new election if there is a change in coverage (for the employee, his or her spouse or dependent(s)) under a plan provided by another employer. The employee's new election must be on account of the change in the other employer's plan and correspond with that change.
- **Significant Coverage Decrease with or without Loss of Coverage.** If an employee's coverage under a benefit is significantly curtailed or ceases during a Plan Year, he or she may revoke their 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 an employee's 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 the employee 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 an employee is not participating in the Plan when these options are added or changed, he or she 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 the benefit options increases significantly, an employee may either make corresponding changes in his or her payments or revoke their 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 an employee's benefit option decreases significantly, he or she may make corresponding changes in their payments. In addition, if an employee is not enrolled in the Plan and the cost of an option decreases significantly, he or she 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 each affected employee's 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.

SECTION 6 – METHOD OF FUNDING

6.1 Source of Funding

Benefits under the Plan may be funded by the general assets of Aeries, by Participant contributions, or by some combination of these. Contributions are established by Aeries. Aeries reserves the right to modify the cost sharing of contributions between itself and Participants, in such amounts as the Aeries in its absolute discretion shall determine from time to time. Nothing herein will be construed to require Aeries or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account, or asset of Aeries from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid.

6.2 Establishment of Accounts

Aeries shall make all contributions required by the Elective Benefits out of its general assets. Aeries will retain title to, and beneficial ownership of, assets which are earmarked for payment of benefits under this Plan. In no event shall benefits under the Plan be provided in the form of deferred compensation.

For bookkeeping purposes only, the Plan Administrator, or its delegate, will maintain an Account for each Participant. This Account will be divided into sub-accounts which will be credited with the amount of salary reduction specified by such Participant for each Elective Benefit.

6.3 Salary Reduction Agreement

By executing and submitting the Salary Reduction Agreement/Election Form as prescribed by the Plan Administrator, the Employee authorizes Aeries to reduce his or her Compensation per pay period in the amount specified on the Salary Reduction Agreement/Election Form. Each individual Salary Reduction Agreement shall be deemed a legally binding agreement and shall be incorporated by reference hereunder.

Benefits under an Elective Benefit shall be payable, or provided, for a Coverage Period only if such benefits relate to, and such costs were incurred during, periods in which the individual has properly elected to participate in that Elective Benefit. Salary reductions generally shall be contributed to each Account on a pro rata basis for each pay period during the Plan Year.

After-Tax Contributions for Premium Contribution Benefits. For those Participants who elect to pay their share of the Contributions for any of the Elective Benefits with after-tax deductions, both the employee and employer portions of such Contributions will be paid outside of this Plan.

Changes to a Salary Reduction Agreement. Any Salary Reduction Contribution shall be determined prior to the beginning of a Plan Year and prior to the end of the Annual Enrollment Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Salary Reduction Agreement 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 the new election are on account of and consistent with a Qualifying Life Event as described in Section 4.4.

Termination of a Salary Reduction Agreement. A Participant's Salary Reduction Agreement shall automatically terminate if the Participant terminates his or her employment with Aeries or transfers to an Affiliated Employer which has not adopted the Plan.

If such Participant (or former Participant) subsequently returns to the employment of Aeries, the Participant shall, subject to the eligibility and participation requirements, be permitted to execute a new Salary Reduction Agreement and resume having salary reductions made on his or her behalf.

SECTION 7 – PREMIUM CONTRIBUTION BENEFITS

7.1 Premium Contribution Benefits

The purpose of the Premium Contribution Plan is to enable Participants to pay for their share of the cost of certain benefits under the group health and welfare plan on a) a pre-tax basis or b) with after-tax deductions outside of this Plan. Detailed descriptions of the underlying benefit plans are contained in each Premium Contribution Benefit's benefit booklets and certificates, provider contracts, policies, and descriptions ("Benefit Documents"), which are incorporated by reference herein. Plan benefits will be provided and paid solely by the Plan pursuant to the terms of the applicable insurance policy, service agreement, or applicable self-insured plan document. Aeries neither guarantees nor has any responsibility for the quality of the health care or services provided or the level of benefits paid under any insurance policy or service agreement.

7.2 Benefit Costs

The cost to Participants of Premium Contribution Benefits shall be determined by Aeries, regardless of the method of funding the Plan. The total annual salary reduction to be credited to a Participant's elected Premium Contribution Benefits shall not exceed the total of all Premium Contribution Benefits in which the Participant is enrolled.

Each year, Aeries shall review the costs of the benefits provided under the Plan. Aeries may make changes to these costs at its discretion. Before making annual benefit elections, all eligible Employees and Participants shall be notified as to the currently effective contribution requirements for participation in the benefits for the Plan Year.

7.3 Claims and Appeal Procedures

Claims for Premium Contribution Benefits (e.g., the right to pay insurance premiums on a pre-tax basis 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.

To file a claim or appeal for an underlying coverage (e.g., medical, dental, or vision benefits), a claimant must follow the procedures set forth in the Benefit Documents for the applicable component plan.

SECTION 8 – HSA BENEFITS

8.1 HSA Benefits

The HSA benefits provided under the Plan are intended to permit Participants to contribute pre-tax dollars or after-tax dollars to a health savings account (“HSA”). The HSA plan is established and maintained outside this Plan by a trustee/custodian. Aeries has no authority or control over each Participant’s elected salary reductions for the HSA benefit after Aeries deposits the funds with the trustee/custodian. Even though this Plan may allow pre-tax salary reduction contributions to an HSA, the HSA is not intended to be an ERISA benefit plan sponsored or maintained by Aeries. The terms and conditions of HSA coverage and benefits (e.g., eligible medical expenses, claims procedures, etc.) will be provided by and are set forth in the HSA trustee/custodian’s Benefit Documents and not in this Plan.

8.2 HSA-Eligible Individuals

To be eligible to sign up for and contribute to the HSA an eligible individual:

- Must be currently enrolled in Aeries’s qualifying HDHP medical plan;
- May not be enrolled in any other disqualifying non-HDHP health plan (including a General-Purpose Health FSA), Medicare, Medicaid, or TRICARE;
- 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 the individual’s support and whose 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 under the full-contribution rule as meeting) all the requirements for HSA eligibility.

8.3 Election Modifications for HSA Benefits

A Participant must make an election during the period established by the Plan Administrator. Each eligible Participant who elects to make pre-tax contributions to an HSA may increase or decrease his or her contribution level, or may suspend or restart his or her contributions, during the Plan Year. Such election changes shall be effective no later than the first day of the next calendar month following the date that the election change was filed.

8.4 Cessation of HSA Eligibility

Individuals who cease to be HSA-Eligible Individuals (e.g., because they become entitled to Medicare or have impermissible non-HDHP coverage) may still receive tax-free HSA distributions for Qualified Medical Expenses (or may withdraw funds on a taxable basis for nonmedical expenses), but the Plan shall cease to make HSA contributions on their behalf on a tax-favored basis.

8.5 HSA Maximum Dollar Limits

In no event shall the annual contributions to a Participant’s HSA exceed the inflation-indexed statutory amount as follows:

- The maximum annual contribution amount for an individual with self-only coverage under a high deductible health plan shall not exceed the inflation-indexed statutory amount as governed under Code Section 223(b)(2)(A); or,
- The maximum annual contribution amount for an individual with family coverage under a high deductible health plan shall not exceed the inflation-indexed statutory amount as governed under Code Section 223(b)(2)(B).

An additional catch-up contribution may be made by HSA-Eligible Individuals who attain age 55 before the end of a Plan Year in accordance with Code Section 223(b)(3).

If a Participant was not an HSA-eligible individual for the entire year or changed coverage during the year, the contribution limit is the greater of:

- The limitation shown on the Line 3 Limitation Chart and Worksheet in the [Instructions for Form 8889](#), Health Savings Accounts (HSAs); or,
- The maximum annual HSA contribution based on the HDHP coverage (self-only or family) on the first day of the last month of the tax year.

8.6 Recording Contributions for HSA

The HSA trustee/custodian, not Aeries, will establish and maintain the HSA benefits. At the discretion of Aeries, the HSA trustee/custodian will either be chosen by the Participant or by Aeries. If the HSA trustee/custodian is chosen by the Participant, Aeries may limit the number of HSA providers to whom it will forward Employee contributions. The Plan Administrator will maintain records on each Employee's HSA contributions, but it will not create a separate fund or otherwise segregate assets for this purpose. Aeries has no authority or control over the funds deposited in an HSA.

SECTION 9 – GENERAL PROVISIONS

9.1 Plan Interpretation and Severability

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in this Section. If any provision of the Plan is held invalid, unenforceable, or inconsistent with any law, regulation or requirement, its invalidity, unenforceability, or inconsistency shall not affect any other provision of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

9.2 Separate Plans

To the extent required to satisfy applicable law, including, but not limited to, the nondiscrimination provisions of the Code, and any privacy and security laws, each coverage level, each group of employees covered by the Plan, and each class of benefits provided under the Plan, will constitute a separate “plan.”

9.3 Return or Recharacterization of Contributions

Notwithstanding any provision in this Plan to the contrary, in the event the Plan Administrator determines that the Plan may be discriminatory under the Code, a Participant's Salary Reduction Agreement may be: (a) disregarded to the extent necessary to prevent such discrimination and, as a result, the amount of Salary Reduction Contributions which would otherwise have been made pursuant to such Salary Reduction Agreement may instead be paid directly to the Participant as additional compensation; or (b) recharacterized as after-tax Employee Contributions, which are voluntary nondeductible Employee contributions.

9.4 Effect of Mistake

In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the Account of any Participant, the amount of distributions made or to be made to a Participant or other person, the Plan Administrator shall, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amount as will in its judgment accord to such Participant or other person the credits to the Account or distributions to which he is properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due the Plan or Aeries from Compensation paid by Aeries.

9.5 Nonassignability

It is a condition of the Plan, and all rights of each person eligible to receive benefits under the Plan shall be subject thereto, that no right or interest of any such person in the Plan shall be assignable or transferable in whole or in part, either directly or by operation of law or otherwise, including, but not by way of limitation, execution, levy, garnishment, attachment, pledge, or bankruptcy, but excluding devolution by death or mental incompetence, and no right or interest of any such person in the Plan shall be liable from, or subject to, any obligation or liability of such person, including claims for alimony or the support of any Spouse.

9.6 Employment Noncontractual

The Plan confers no right upon any Employee to continue in employment or affect or modify the terms of an Employee's employment in any way.

9.7 No Guarantee of Tax Consequences

Aeries makes no commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state tax nor that any other favorable tax treatment will apply to or be available to any Participant with respect to such amounts. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal and state tax purposes, and to notify the Plan Administrator if the Participant has reason to believe that any such payment is not so excludable.

9.8 Indemnification of Aeries by Participants

If any Participant receives one or more payments or reimbursements under the Plan that are not for an allowable expense, such Participant shall indemnify and reimburse Aeries for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursement. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax that the Participant would have owed if the payments or reimbursements that had been made to the Participant as regular cash compensation, including the Participant's share of any Social Security tax that would have been paid on such compensation, less any additional income and Social Security tax actually paid by the Participant.

9.9 Governing Law

This Plan shall be construed and enforced in accordance with the Code to the extent it is not preempted by federal law and with the laws of the State of California. Any legal action relating to, arising out of, or involving, the Plan shall be litigated in the state or federal court of proper jurisdiction in the State of California.

9.10 Headings and Captions

The headings and captions herein are provided for reference and convenience only and shall not be considered part of the Plan nor be employed in the construction of the Plan.

9.11 Gender and Number

Whenever used in the Plan, words in the masculine gender shall include all gender distinctions, and unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.

9.12 Entire Plan

The Plan document, and the documents incorporated by reference herein, shall constitute the governing documents for the Plan. No oral statement or other communication will void or reduce coverage under the Plan, or amend or modify the terms of the Plan, or be used in defense to a claim, unless in writing and signed by the Plan Administrator.

SECTION 10 – AMENDMENT AND TERMINATION

10.1 Amendment

Aeries shall have the right at any time by written instrument, duly executed and acknowledged, to modify, alter or amend this Plan or any Elective Benefit in whole or in part without the consent of any Employee or Participant. However, no such amendment shall diminish or eliminate any claim for any benefit to which a Participant shall have become entitled prior to such amendment. Notwithstanding the foregoing, the Plan Administrator shall have the right to amend the Plan at any time, retroactively or otherwise, in such respects and to such extent as may be necessary to fully qualify it as a cafeteria plan under existing and applicable laws and regulations, including Code Section 125, and if and to the extent necessary to accomplish such purpose, may by such amendment decrease or otherwise affect benefits to which Participants may have already become entitled.

10.2 Termination

The Plan herein provided for has been established by Aeries with the intention that it shall be continued in operation indefinitely. Notwithstanding any other provision of this Plan, Aeries or its authorized delegate may terminate or partially terminate the Plan or reduce or discontinue employer contributions at any time consistent with federal, state or local laws, statutes, and regulations without the consent of any Employee or Participant.

IN WITNESS WHEREOF, the undersigned authorized representative has executed this amended and restated Plan document effective as of January 1, 2025, on behalf of Aeries Software, LLC to evidence the adoption of this amended and restated Plan as set forth herein.

For Aeries Software, LLC:

Signature: Nica Tahsequah

Name: Nica Tahsequah

Title: HR Director

Date: 9/22/2025

APPENDIX A

AERIES SOFTWARE, LLC PREMIUM CONVERSION PLAN

Participation and Eligibility Requirements

Employee Eligibility

An Employee who is determined to be benefit-eligible as of their start date shall be offered coverage as of the Effective Date of Eligibility specified below.

Employee Class	Benefit Option	Effective Date of Eligibility	Working Hours Requirement
Full-Time Employees	All Elective Benefits listed on Appendix B	First day of the month following 30 days of employment	30 hours per week

Rehire Rule

An Employee who is rehired prior to the end of a certain period of time after date of Termination may be credited with hours of service met towards the eligibility waiting period during his or her preceding period of employment. If applicable, the Benefit Documents for each Component Plan will set forth the specifics for such rehire rules. Otherwise, a terminated Employee who is rehired will be treated as a new hire and will be required to satisfy all eligibility and participation requirements for his or her employment class.

APPENDIX B

AERIES SOFTWARE, LLC PREMIUM CONVERSION PLAN

Summary of Benefits and Contribution Requirements

Effective as of January 1, 2025, benefits and Employee contribution requirements of the Aeries Software, LLC Premium Conversion Plan are as follows:

Elective Benefits

The following Elective Benefits are available under the Plan:

- Premium Contribution Benefits:
 - Group Medical
 - Group Dental
 - Group Vision
- Health Savings Accounts

The above Elective Benefits are described in the applicable Benefits Documents provided by each carrier, contract administrator, and HSA administrator, which are incorporated herein by reference.

Premium Contribution Requirements

Prior to the beginning of a Plan Year, Aeries, at its discretion, may make changes to the benefits and contribution requirements. The cost sharing requirements for Premium Contribution Benefits are detailed in the Annual Open Enrollment materials provided to eligible Employees, which are incorporated herein by reference. **Copies of enrollment materials are available upon request by contacting:**

Aeries Software, LLC
Attn: Human Resources
770 The City Drive South, Suite 6500
Orange, CA 92868-4923
888-487-7555 or nicat@aeries.com

HSA Maximum Contribution

HSA	Account Details
Maximum HSA Contributions per Calendar Year:	Depending on a Participant's election and age, they may contribute up to the IRS's statutory maximum limit for individual or family coverage per Plan Year in accordance with Code Sections 223(b)(2)(A), 223(b)(2)(B), and 223(b)(3).