

PRIDE ENGINEERING, LLC

IIOT End User License Agreement

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This is a legal agreement. By (i) downloading, installing, accessing, or using the Software or (ii) clicking to accept this EULA where the option is available, you agree on behalf of yourself and any company or organization that you represent or have been engaged by (together, “You”) that You have read and understand this EULA and the Privacy Policy. If you do not agree with this EULA or the Privacy Policy, do not download, install, access, or use the Software.

You represent and warrant that You have the right, authority, and capacity to accept and agree to this EULA. You represent that you are of sufficient legal age in your jurisdiction of residence to use or access the Software and to enter into this EULA. If You do not agree with any of the provisions of this EULA, You should cease accessing or using the Software. If You are accessing the Software on behalf of any company or organization, You represent that You have the right, authority, and capacity to access and agree to the terms and conditions of this EULA on behalf of such entity or individual and that such entity or individual will comply with the terms and conditions of this EULA.

AS DESCRIBED BELOW, YOU ARE CONSENTING TO AUTOMATIC UPDATES TO THE SOFTWARE. IF YOU DO NOT AGREE, YOU SHOULD NOT USE THE SOFTWARE.

SECTION 8 BELOW DESCRIBES IMPORTANT LIMITATIONS OF THE SOFTWARE AND RELATED SERVICES, ESPECIALLY IN CONNECTION WITH LIFE SAFETY AND CRITICAL USES. PLEASE READ THESE DISCLOSURES CAREFULLY, AS YOU ARE ACKNOWLEDGING AND ACCEPTING THEM.

1. Grant of License; Uploaded Content.

Subject to the terms of this EULA, we grant to You a limited, non-exclusive, non-transferable, non-assignable, non-sublicenseable revocable license to download, install, and use the Software on a product owned or controlled by You for your internal business purposes and as described in this EULA. You may not modify, reverse engineer, decompile, or disassemble the Software, in whole or in part, or create any derivative works from or sublicense any rights in the Software, unless otherwise expressly authorized in writing by Pride Engineering. You may not translate or otherwise attempt to create the source code from the Software, or rent, lease, grant a security interest in, or otherwise transfer any rights to, copy, distribute, transmit, display, perform, reproduce, publish, license, or transfer the Software, or remove or alter any trademark, logo, copyright, patent or other proprietary notices in the Software.

You agree to pay all fees applicable to your use of the Software and any related services as set forth in any order documentation, invoice, subscription registration, or other similar document provided by Pride Engineering. The fees shall be due and shall be paid in the manner prescribed by the foregoing documentation. The fees are net and are not subject to trade or other discounts and do not include local, state, or federal taxes, or other costs associated with the use of the Software or any related services, which, when applicable, shall be paid by You.

You represent and warrant that you have all rights, title, interest, and consent necessary to provide any of the information, documentation, data, pictures, text, graphics, articles, photographs, video, images, illustrations, or other materials that you upload to the Software or otherwise provide to Pride Engineering (collectively, “Your Content”). You represent and warrant that you will not contribute any of Your Content that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation or is otherwise illegal; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) impersonates any person or entity; (v) contains a virus, Trojan horse, worm, time bomb, or other harmful computer code, file, or program; or (vi) jeopardizes the security the Software or any other user of the Software.

You hereby grant Pride Engineering a non-exclusive, world-wide, perpetual, irrevocable, fully-paid-up, royalty free license to use, copy, distribute, and otherwise exploit operations and maintenance data and other statistical and aggregated data derived from Your use of Software or use of the Software (the “Aggregated Data”) for Pride Engineering’s business purposes, including the provision of products and services to its customers; provided the Aggregated Data does not identify You. Pride Engineering reserves the right to charge You at the end of the term of this EULA if You exceed the level of usage authorized hereunder. Notwithstanding the foregoing or anything to the contrary contained herein, You agree that any machine learning or artificial intelligence model that we derive from Your data is and shall be the sole and exclusive property of Pride Engineering and You hereby assign and transfer to Pride Engineering all rights, title, and interest in and to such models all of which are and shall be owned by Pride Engineering. You will execute and cause to be executed all documents and instruments that we deem to be necessary or appropriate to vest all rights, title, and interest in and to such models in Pride Engineering.

2. Term and Termination

This EULA and the license granted hereunder are effective on the date You first use the Software and shall continue for as long as You utilize the Software unless this EULA is earlier terminated in accordance with this Section 2. Pride Engineering may terminate this EULA at any time if You fail to comply with any of the term(s) hereof or fail to pay any fees due for the license grant hereunder as set forth in the applicable order form or other similar document evidencing your order of the Software. Upon termination of this EULA, the license granted hereunder will terminate and You must stop all use of the Software.

3. Description of Other Rights and Limitations

- a. In connection with the license of the Software hereunder, the parties acknowledge and agree that Pride Engineering is expressly not selling to You, and You are not acquiring any right, title or interest in or to, any patents, copyrights, trade secrets, trademarks, service marks, trade names, or the company name of Pride Engineering (collectively, “Pride Engineering Intellectual Property”), and You will use the Software strictly in accordance with our standards, policies and procedures as specified by us from time to time.
- b. **Restrictions on Use.** You shall not:
 - i. make the Software available to, or use the Software for the benefit of, anyone other than yourself, except expressly permitted in this EULA;
 - ii. market, sell, distribute, sublicense, use, modify, translate, reproduce, create derivative works from, dispose of, rent, lease, or authorize or permit access or use of any portion of the Software except as expressly permitted in this EULA;
 - iii. reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law;
 - iv. interfere with or disrupt the integrity or performance of the Software;
 - v. copy the Software or any part, feature, function thereof;
 - vi. alter the Software or any part, feature, function thereof;
 - vii. export or use the Software in violation of U.S. law, including Department of Commerce export administration regulations;
 - viii. remove any copyright and other proprietary notices contained in the Software;
 - ix. use the Software in a manner which infringes or violates any of the intellectual property, proprietary, or other rights of any third party; or
 - x. access and use the Software in any manner that is inconsistent with the terms of this EULA.

c. Additional Obligations.

- i. You shall comply in full with all federal, state, local and foreign laws, rules and regulations in connection with your access to, and use of, the Software.
- ii. The Software may be accessed and used only in a form and manner approved by Pride Engineering in its sole discretion, and only in accordance with the terms and conditions of this EULA.
- iii. If You are an original equipment manufacturer or distributor and provide the Software to third parties who will be the ultimate end users of the Software, you will ensure that this EULA is passed through to such end users and that such end users are bound by this EULA as if they were “You” under this EULA as a condition to Your provision or distribution of the Software thereto.

You acknowledge that the Software contains valuable trade secret and proprietary information of Pride Engineering, that any actual or threatened breach of this Section 3 will constitute immediate, irreparable harm to Pride Engineering for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

4. Automatic Software Updates

Pride Engineering may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Software and related services (“Updates”). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to this automatic update. If You do not want such Updates, your remedy is to stop using the Software. If You do not cease using the Software, you may receive Updates automatically. You acknowledge that You may be required to install Updates to use the Software and you agree to promptly install any Updates Pride Engineering provides. For both automatic and non-automatic updates, You agree to install all corrections of substantial defects, security patches, minor bug fixes and updates, including any enhancements, for the Software in accordance with the instructions and as directed by Pride Engineering. Your continued use of the Software is your agreement to this EULA.

5. Open Source

Certain items of software included with the Software may be subject to “open source” or “free software” licenses (“Open Source Software”). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of this EULA. Instead, each item of Open Source Software is licensed under the terms of the end user license that accompanies such Open Source Software. Nothing in this EULA limits your rights under, or grants You rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. To the extent there are any conflicts between the terms of this Agreement and any Open Source Software license corresponding to the open source component(s) of the software included with the Software or additional obligations by such Open Source Software license that are not set forth in this Agreement, the terms of the Open Source Software license will control. If required by any license for particular Open Source Software, Pride Engineering makes such Open Source Software, and Pride Engineering’ modifications to that Open Source Software, available by written request to Pride Engineering at the email or mailing address listed below.

6. DISCLAIMER.

ACCESS TO AND USE OF THE SOFTWARE IS PROVIDED “AS IS”, “WITH ALL FAULTS”. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS EULA, NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE

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YOU USE THE SOFTWARE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND PRIDE ENGINEERING DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR COMPUTER OR MOBILE DEVICE, RESULTING FROM YOUR USE OF THE SOFTWARE. PRIDE ENGINEERING AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE SOFTWARE: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE COMPATIBLE WITH YOUR COMPUTER OR MOBILE DEVICE; (III) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (IV) WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PRIDE ENGINEERING SHALL CREATE ANY WARRANTY.

7. LIABILITY CAP AND LIMITATION OF LIABILITY

- a. **LIABILITY CAP. YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF THIS EULA BY PRIDE ENGINEERING OR ANY DISSATISFACTION WITH RESPECT TO THE PRIDE ENGINEERING IS TO DISCONTINUE OPERATING, ACCESSING AND USING THE SOFTWARE. IN NO EVENT SHALL PRIDE ENGINEERING' TOTAL LIABILITY ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED THE TOTAL FEES ACTUALLY PAID TO PRIDE ENGINEERING BY YOU FOR THE USE OF THE SOFTWARE. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**
- b. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EULA, NEITHER PRIDE ENGINEERING NOR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE, UNDER ANY CIRCUMSTANCES, LIABLE TO YOU OR ANY OTHER PERSON, FIRM OR ENTITY (WHETHER IN AN ACTION ARISING FROM CONTRACT, TORT OR OTHER LEGAL THEORY) FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES RESULTING FROM THE ACCESS OR USE OF THE SOFTWARE, OR OTHERWISE, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, SUCH DAMAGES.**

8. Limitations of the Software.

You acknowledge that the Software is not certified for emergency response. YOU UNDERSTAND THAT THE SOFTWARE IS NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM – PRIDE ENGINEERING DOES NOT MONITOR EMERGENCY NOTIFICATIONS AND WILL NOT DISPATCH EMERGENCY AUTHORITIES IN THE EVENT OF AN EMERGENCY. In addition, the Pride Engineering support contacts cannot be considered a lifesaving solution for people at risk, and they are no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services.

The Software may contain support for programs that are not fault tolerant (e.g., JAVA technology) and is not designed, manufactured, or intended for use or resale as control equipment in hazardous environments or emergency services requiring fail-safe performance in which the failure of such software programs could lead directly to death, personal injury, or severe physical or environmental damage. PRIDE ENGINEERING DISCLAIMS ALL DAMAGES INCLUDING DIRECT, INDIRECT AND CONSEQUENTIAL DAMAGES RELATING TO THE FAILURE OF THE SOFTWARE.

9. Misuse by You.

Notwithstanding anything to the contrary contained in this EULA, You shall not be entitled to any remedy under this EULA or otherwise, and Pride Engineering shall have no liability whatsoever, if any defect deficiency, error or problem with the Software arises from or results from your violation of this EULA, or from accident, abuse, misapplication, abnormal or unauthorized installation, operation, access or use of the Software.

10. Data Security and Privacy

- a. **Privacy Policy.** We may collect information about You and from your use of the Software as described in our Privacy Policy, which is incorporated into this Agreement and describes our information collection, use, and sharing practices.
- b. **Data Privacy Laws.** You acknowledge that data protection and privacy laws and regulations applicable to You or your operations may place limitations or conditions on the collection, use, and sharing of certain information, including personal information, You obtain from the Software. You agree to comply with all applicable privacy and data protection laws and regulations.
- c. **Safeguards.** You will establish and will at all times maintain and comply with administrative, organizational, technical, and physical security measures and safeguards that protect the security and confidentiality of the Software and any information you obtain from or derive from your use of the Software, including any personal information. You will also comply with any and all data security requirements that may be imposed on You by the laws and regulations with jurisdiction over your business operations.
- d. **Data Breach.** In the event of any suspected or actual security incident that results in or is likely to result in unauthorized access to or use of the Software or any information You obtain from or derive from your use of the Software, including personal information, or that constitutes a data breach or the equivalent under applicable laws or regulations (a "Data Breach"), You will notify us immediately and You will cooperate with us in good faith in investigation and responding to any such Data Breach in accordance with our standard policies and procedures. Notice in accordance with this subsection must be provided to us via the following email address: legal@pridecan.com

11. Intellectual Property Ownership.

- a. **General.** The Software and all Pride Engineering Intellectual Property is the intellectual property of and is owned by Pride Engineering and/or its licensors. In connection with the license of the Software hereunder, the parties acknowledge and agree that Pride Engineering is expressly not selling to You, and You are not acquiring any right, title or interest in or to the Software, but that You will be granted a limited, personal, non-exclusive, non-transferable, non-assignable license by Pride Engineering to use the Software only for your personal purposes and for no other purposes. The structure, design, and organization of the Software are the exclusive property, valuable trade secrets and confidential information of Pride Engineering and/or its licensors and title to the Software shall at all times remain with Pride Engineering and/or its licensors. Except as expressly stated herein, this EULA does not grant You any intellectual property rights in the Software, or any component or element thereof, and all rights not expressly granted to You under this EULA are reserved to and retained by Pride Engineering and/or its suppliers. Notwithstanding anything contained in this EULA to the contrary, Pride Engineering reserves the right to make available, distribute or release the Software under different license terms or to stop distributing, making available or releasing the Software at any time.
- b. **Marks.** You shall ensure that the Software maintains the trademarks, service marks, trade names, or the company name of Pride Engineering (collectively, "Marks") and all other Pride Engineering Intellectual Property in a manner which complies with the intellectual property rights of Pride Engineering and/or its Affiliates and this EULA. You agree to comply with all federal, state, local and foreign laws, rules, regulations and treaties, pertaining to the proper use and designation of marks in any country where the Marks could be in commerce. You also agree not to use the Marks as any trade name, corporate name,

or Internet domain name, or to use the Marks in conjunction with any other marks without the prior written approval of Pride Engineering. You agree that Pride Engineering is the exclusive owner of the Marks and all the goodwill associated therewith, and all other content (including, without limitation all logos, graphics, colors, color combinations, works of authorship, audio works, visual works, and other content and materials) provided to You. Pride Engineering shall retain all right, title and interest in and to the Marks, the goodwill associated therewith, and all registrations granted thereon. Any and all uses of the Marks by You shall inure to the benefit of Pride Engineering. You shall have no rights to the Marks or any confusingly similar variation thereof. You acknowledge the validity of the Marks. You acknowledge that You are estopped and that you will forebear from taking any action to challenge the validity or enforceability of the Marks. Any and all rights not expressly granted to You under this EULA are hereby reserved to and retained by Pride Engineering. During the term of this EULA and thereafter, You agree that You will not in any way impair Pride Engineering' rights in the Marks, or any confusingly similar marks, or its right to use thereof or the goodwill of the business connected with such use and symbolized by the Marks. You will cooperate fully and in good faith with Pride Engineering, at Pride Engineering' expense, for the purpose of securing and preserving Pride Engineering' rights including rights in the Marks and rights in any dispute, and agree to give Pride Engineering prompt notice of any known or suspected infringements of the Marks, and cooperate with the efforts of Pride Engineering to police the Marks.

- c. **Your Obligations.** You agree to notify Pride Engineering immediately of any pirating, infringement or imitation of the Software or intellectual property rights of Pride Engineering, Marks which comes to your attention during the Term. If You learn of a threat, demand, allegation, or indication that the Software infringes or misappropriates any third party intellectual property rights (including but not limited to any patent, copyright, trademark, trade dress, or trade secret) ("Intellectual Property Claim"), You will notify Pride Engineering promptly of such claim. Pride Engineering may, in its sole discretion, elect to assume sole control of the defense and settlement of said Intellectual Property Claim and You will provide reasonable information and assistance to Pride Engineering for the defense of such claim.

12. Indemnity.

You shall indemnify, defend and hold harmless Pride Engineering and its Affiliates, employees, agents, officers, directors, shareholders, representatives, successors and assigns from and against any loss, liability, cause of action, cost or expense (including reasonable attorneys' fees) arising from, arising in connection with or related to: (i) your breach of this EULA; (ii) your or your agent's acts and omissions in connection with access to and use of the Software; (iii) your or your agent's negligence or willful misconduct in connection with access to and use of the Software; or (iv) your violation, infringement or misappropriation of the intellectual property, proprietary or other rights of any third party. If any claim is commenced against Pride Engineering under this paragraph, Pride Engineering will provide notice of the claim and copies of all related documentation to You, and You will assume control of the defense of such claim at your cost and expense, provided that you may not settle such case without the prior written consent of Pride Engineering. Such notice and documentation will be provided as promptly as possible; provided, that in no event shall You be relieved of your indemnification obligations hereunder unless the failure to provide notice promptly hereunder results in, and then only to the extent of, actual prejudice to your rights. Pride Engineering may, at its own cost and expense, participate, through its attorneys or otherwise, in the investigation, trial and defense of such claim and any appeal. In such case, You will reasonably cooperate with the Pride Engineering' attorneys.

13. Export Rules.

You agree that You will not provide access to or use of the Software to any citizen of a country to which access or use thereof is barred, or to which exports or shipments are barred, by the United States government. Further, You will not ship, transfer or export the Software into any country or use the Software in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, You represent and warrant that You are not a citizen, or otherwise located within, an embargoed nation and that You are not otherwise prohibited under the Export Laws from receiving access to or using the Software. All rights to access and use the Software are granted on condition that such rights are forfeited if You fail to comply with the terms of this EULA.

14. Applicable Law.

This EULA is governed, construed and enforced in accordance with the laws of the State of Ohio, without giving effect to any principles of conflicts of laws. Jurisdiction and venue for all actions arising under this EULA shall be in the federal and state courts located in the city of Cleveland, Ohio. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to this EULA.

15. Entire Agreement.

This EULA, the Terms of Use and the Privacy Policy, are the entire agreement between You and Pride Engineering relating to the subject matter of this EULA and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the subject matter of this EULA. We may amend, modify or update this EULA at any time in our discretion.

16. Notices.

All notices and demands hereunder shall be in writing and shall be served by personal service, electronic mail, or by mail at the address of the receiving party set forth in this EULA (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be by certified or registered mail, return receipt requested, or by nationally recognized private express courier and shall be deemed complete upon receipt.

17. Confidentiality.

You acknowledge that You may receive or become aware of confidential information and trade secrets of Pride Engineering such as source code of the Software or subcomponents of the Software ("Confidential Information"). You agree to maintain and protect the confidentiality of all Confidential Information of which You become aware (whether or not identified or marked as confidential at the time of its disclosure) and not disclose any Confidential Information, except as required by law (for example, under a court order or subpoena), to any person, firm, or entity, and You shall use at least reasonable care to preserve and protect the confidentiality of all Confidential Information of which You become aware. Further, You shall not use or disclose any Confidential Information for any purpose not permitted by this EULA. The restrictions on disclosure set forth above shall not apply when, and to the extent that, Confidential Information: (a) is part of the public domain through no action or failure to act by You; (b) is made available to the general public by Pride Engineering or a third party who is lawfully in possession of such information, not as a result of any action or failure to act on your part; (c) was previously known to you free of any obligation to keep it confidential; (d) is subsequently disclosed to You free of any obligation to keep it confidential; or (e) is independently developed by You or a third party other than in breach of this EULA. In addition, You will not be considered to have breached its obligations under this EULA to the extent Confidential Information is required to be disclosed by court order or order of a governmental authority or by applicable law, provided You, to the extent practicable, advise Pride Engineering in writing prior to making such disclosure so that the Pride Engineering may object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or take such other action as it considers appropriate to protect the Confidential Information. Violations of this Section 17 are likely to cause irreparable harm and therefore Pride Engineering may seek immediate injunctive relief without the need of posting bond in the event of a violation of this Section 17.

18. U.S. Government Restricted Rights.

If the Software is licensed to agencies of the U.S. Government, the Software is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. § 12.212, and is provided to the U.S. Government only as a commercial end item. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire use of the Software with only those rights set forth herein. Contractor/ manufacturer is Pride Engineering, Inc., 8909 S Freeway Drive, Macedonia, OH 44056.

19. Force Majeure.

Pride Engineering shall not be responsible for delays or failure of performance resulting from acts beyond the reasonable control of Pride Engineering. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failures, Internet or telecommunications failures, cyberattacks, earthquakes, or other disasters.

20. Compliance with License and Laws.

You shall comply with all federal, state, local and foreign laws, regulations, rules and ordinances pertaining to the license granted to You under this EULA. In the event that any part of this EULA is determined to violate any applicable federal, state, local or foreign laws, rules or regulations, then the remaining provisions of this license shall remain in full force and effect and shall be enforced to fullest extent permitted by law.

21. Survival.

Sections 4-24 shall survive the termination or expiration of the EULA for any reason.

22. Headings.

The titles and headings of the various sections and paragraphs in this EULA are intended solely for reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this EULA. The opening two paragraphs and the Recitals to this EULA are incorporated herein.

23. Forms.

No provisions in either party's purchase orders, or in any other business forms employed by either party, will supersede the terms and conditions of this EULA.

24. Waiver/Assignment.

A waiver of any provision of this EULA shall only be effective if in a writing signed by the party against which the waiver is claimed. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. Failure to enforce or delay in enforcing any provision of this Agreement will not constitute a waiver of any rights under any provisions of this Agreement. This EULA may not be assigned by You without the prior written consent of Pride Engineering. This EULA may be assigned by Pride Engineering, by operation of law or otherwise, without the consent or approval of You or any other person, firm or entity. Each and all of the covenants, terms, provisions and agreements herein contained will be binding upon and inure to the benefit of the parties hereto and, to the extent expressly permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

25. Contact Us.

At any time, please contact us at lega@pridecan.com or at (763) 427-6250 for questions related to this EULA.