

## **PRIDE ENGINEERING, LLC**

### **IOT Terms of Service**

LAST UPDATE: August 17, 2022

PRIDE ENGINEERING, LLC AND ITS AFFILIATES ("PRIDE ENGINEERING", "WE", "OUR" AND "US") PROVIDE ("SERVICES") ACCESSIBLE THROUGH PRIDE ENGINEERING'S WEBSITES AND/OR ALTERNATIVE PLATFORMS (COLLECTIVELY, THE "PLATFORM") FOR USE BY CUSTOMERS OF PRIDE ENGINEERING HARDWARE, SOFTWARE AND OTHER PRODUCTS WHICH ARE DEPLOYED TO CUSTOMERS TO CONNECT TO OR OTHERWISE FOR USE IN CONNECTION WITH THE SERVICES THE (COLLECTIVELY, THE "SYSTEM").

These Terms of Service ("Terms" or "Agreement") govern your access to and use of the Services. Please read these terms carefully.

The term "you," as used in these Terms, means any person or entity who accesses or uses the Platform, the Services, or the System either pursuant to a completed subscription registration or pursuant to any other agreement with Pride Engineering, and any person or entity who creates an Account and accepts these Terms. These Terms give you specific legal rights, and you may also have other legal rights in addition, which vary from jurisdiction to jurisdiction. THE DISCLAIMERS, EXCLUSIONS, MANDATORY AND BINDING ARBITRATION, LIMITATIONS OF LIABILITY, INDEMNIFICATION, WAIVER OF JURY TRIAL, WAIVER OF CLASS ACTION AND WAIVER OF PUNITIVE DAMAGES UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of these Terms may not apply to you.

THESE TERMS ARE A LEGAL AGREEMENT. BY ACCESSING AND USING THE SERVICES, PRODUCTS, OR SYSTEM YOU ARE ACCEPTING AND AGREEING TO THESE TERMS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY (SUBJECT TO SECTION 1(b)(ii) BELOW) TO ACCEPT AND AGREE TO THESE TERMS. YOU REPRESENT THAT YOU ARE, SUBJECT TO SECTION 1(b)(ii) BELOW, OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE SERVICES AND TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD CEASE ACCESSING OR USING THE SERVICES, PRODUCTS, AND SYSTEM.

AS DESCRIBED BELOW, YOU ARE CONSENTING TO AUTOMATIC SOFTWARE UPDATE OF THE SERVICES, PRODUCTS, AND SYSTEM. IF YOU DO NOT AGREE, YOU SHOULD NOT USE THE SERVICES, PRODUCTS, OR SYSTEM.

AS DESCRIBED BELOW, SECTIONS 4 AND 5 DESCRIBE IMPORTANT LIMITATIONS OF THE SERVICES, PRODUCTS, AND SYSTEM, ESPECIALLY IN CONNECTION WITH LIFE SAFETY AND CRITICAL USES. PLEASE READ THESE DISCLOSURES CAREFULLY, AS YOU ARE ACKNOWLEDGING THEM AND ACCEPTING THEM.

#### **1. OVERVIEW, ELIGIBILITY, CUSTOMER SERVICE, TERM AND TERMINATION**

- (a) Overview and Relation to Other Agreements. These Terms govern your use of the Services, Products, and System. Your subscription for, license, or purchase of access to and use of the Services, any Product, or the System is governed by the applicable order document provided by Pride Engineering. The software embedded in the Services, Products, or System (and any updates thereto) ("Product Software") is licensed and governed by the applicable end user license agreement ("EULA"). Certain features of the Services, Products, or System may be subject to additional guidelines, terms, or rules, which will be posted on the Platform in connection with such features. All additional guidelines, terms, or rules, and the Website Privacy Policy ("Website Privacy Policy"), are incorporated by reference into these Terms and you are agreeing to accept and abide by them by using the Services, Products, and System.

- (b) Eligibility. You may use the Services, Products, and System only if you have the legal capacity to form a binding agreement with us, you accept these Terms by accessing or using the Services, Products, or System, and only if you are in compliance with these Terms and all applicable local, state/provincial, national and international laws, rules, and regulations.
- (c) Customer Service. If you have any questions or concerns regarding the Services, or these Terms, please contact Pride Engineering. You understand and agree that customer service and customer care and support offered and provided by Pride Engineering is not a 911 service or dispatch center, an emergency service provider or dispatch service, or a lifesaving solution for people at risk. Please do not contact customer service or any customer care and support offered by Pride Engineering with any life/safety emergency, medical emergency, or any other emergency. If you have any such emergency, you should immediately contact the police, fire department, 911 or appropriate emergency response service.
- (d) Term and Termination. These terms will remain in full force and effect so long as you continue to access or use the Services, or until terminated in accordance with these Terms. At any time, Pride Engineering may (i) suspend or terminate your right to access or use the Services, (ii) terminate these Terms with respect to you if Pride Engineering in good faith believes that that you have used the Services or Products in violation of these Terms, including any incorporated guidelines, terms or rules. If you transfer a Product to a new owner, your right to use the Services with respect to that Product automatically terminates, and the new owner will have no right to use the Product or Services under your Account (as described below) and will need to register for a separate Account with Pride Engineering and accept these Terms.
- (e) Effect of Termination. Upon termination of these Terms, your Account and your right to use the Services, Products, and System will automatically terminate.

## 2. ACCOUNTS

- (a) When you utilize the Services, Products, and System, and access the Platform, you will be directed to register with Pride Engineering and thereby to establish an account (“Account”). Establishing an Account requires that you provide to Pride Engineering your designated email address and that you select and enter a password. In addition to the information collected in the registration process described above, once you have registered, we may ask you for additional information to create your Platform user profile such as your telephone number, address, and in some cases, credit card or other billing information for additional services you may order which may be stored by a third party processor with which we have a business relationship. Answering these questions allows us to establish and maintain your user account for the Services. Your email address will be stored and used as an identifier for you and for communications to you from Pride Engineering.
- (b) You represent and warrant that: (i) all required information you submit is truthful and accurate; (ii) you will maintain the accuracy of such information; and (iii) your use of the Services, Products, and System will not violate any U.S. or other applicable law or regulation (e.g., you are not located in an embargoed country or are not listed as a prohibited or restricted party under applicable export control laws and regulations). You are entirely responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You agree to maintain your password securely to prevent others from gaining access without your permission. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. We are not liable for any loss or damage arising from your failure to comply with the above requirements.
- (c) The individual who creates an Account is the “owner” of that Account. Individuals who are authorized to access or otherwise provided access by the owner to Products, Services, and/or the System are “Authorized Users.” Authorized Users have the ability to use the Services to monitor the Products. Authorized Users are responsible for their own actions in connection with the Products, Services, and System, but the owner of the applicable Products also hereby agrees to be fully responsible for all actions taken by Authorized Users relating to such Products, the Services, the System, and the owner’s Account. If you are an owner who invites or enables an Authorized User, you acknowledge and agree that such Authorized User may subsequently invite or enable other Authorized Users with the same access and ability to use the Services, Products, and

System set out above. As a result, if you are an owner of Products, you should authorize only those individuals that you trust to access your Account, your Products, the Services, and/or the System.

### 3. ACCESS TO SERVICES AND THE SYSTEM

- (a) Access and Use. Subject to these Terms, Pride Engineering grants you a non-transferable, non-assignable, non-sublicensable, non-exclusive, right (to access and use the Services and System by solely for the purpose set forth herein.
- (b) 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 Services, System, and/or the Product Software (“Updates”). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to these automatic updates. If you do not want such Updates, your remedy is to terminate your Account and stop using the Services, Products, and System. If you do not terminate a previously created Account, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use the Services, Products, and System, and you agree to promptly install any Updates Pride Engineering provides. Your continued use of the Services, Products, and System is your agreement: (i) to these Terms with respect to the Services, Products, and System, (ii) to the EULA with respect to updated Product Software; and (iii) any changes or updates that Pride Engineering may make to these Terms or the EULA over time.
- (c) Pride Engineering-provided interfaces to Third-Party Products and Services. Over time, Pride Engineering may provide the opportunity for you to interface the Products and/or Services to one or more third-party products and services, through and using the Services (“Third Party Products and Services”). You decide whether and with which Third-Party Products and Services you want to interface. When you choose to connect Third Party Products and Services to your Products, you may be shown details about any proposed exchanges of data between Pride Engineering and the third party that is providing the Third Party Products and Services. You agree that Pride Engineering may exchange information and control data regarding you and your Products, including your personal information, in order to enable the interface you have authorized. Once this information is shared with the particular Third-Party Product and Service, its use will be governed by the third party's privacy policy and not by Pride Engineering's privacy documentation. You acknowledge and agree that Pride Engineering makes no representation or warranty about the quality or safety of any Third-Party Products or Services or the interface with Product and/or Services. Accordingly, Pride Engineering is not responsible for your use of any Third-Party Products and Services or any personal injury, death, property damage, or other harm or losses arising from or relating to your use of any Third-Party Products and Services. You should contact the third party with any questions about their Third-Party Products and Services.
- (d) Certain materials may be displayed or performed on the Services (including, but not limited to text, graphics, articles, photographs, video, images, and illustrations (“Content”). The Content also includes information that you and other users provide us in the course of using the Products, Services, and/or System (collectively, “User Submissions”), which we may use to provide, maintain and improve the Products or Services. You are solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Products or Services, or that you contribute in any manner to the Services; you represent and warrant that you have all rights necessary to do so, in the manner in which you contribute it; and you grant to Pride Engineering an irrevocable, perpetual, worldwide, royalty-free, assignable, sublicensable, transferrable license to use, modify, transfer, distribute, create derivative works from, reproduce, display, perform, or otherwise utilize such Content and any and all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right. Pride Engineering reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of

claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have breached the immediately preceding sentence), or for no reason at all.

- (e) **Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (i) you agree not to license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services; (ii) you agree not to modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services or Products; (iii) you agree not to access the Services or Products in order to build a similar or competitive service or product; (iv) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; (v) you agree not to upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Services, the Products, the Product Software, or any other system, device or property; (vi) you agree not to interfere with, disrupt, or attempt to gain unauthorized access to, the servers or networks connected to the Services or violate the regulations, policies, or procedures of such networks; (vii) you agree not to access (or attempt to access) any of the Services by means other than through the interface(s) that is provided by Pride Engineering; and (viii) you agree not to remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the Services or Products. Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.
- (f) **Open Source.** Certain items of independent, third party code may be included in the Services that are subject to certain open source licenses (“Open Source Software”). The Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable license agreement under which such Open Source Software is distributed or to which it is subject.
- (g) **Privacy.** Please review the Privacy Policy for Pride Engineering Web Sites, Products, and Services. These documents describe practices regarding the information that Pride Engineering may collect from users of the Products and Services.
- (h) **Security.** Pride Engineering cares about the integrity and security of your personal information. However, Pride Engineering cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.
- (i) **Modification.** Pride Engineering reserves the right, at any time, to modify, suspend, or discontinue the Services or any part thereof with or without notice. You agree that Pride Engineering will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof.
- (j) **Access Outside Certain Countries.** Although Pride Engineering’s websites are accessible worldwide, the Products and Services provided or accessed through or on the Pride Engineering websites are not available to all persons or in all countries. If you choose to access the Pride Engineering websites from outside a country in which Pride Engineering supports the Product and Services (“Target Country”), you do so on your own initiative and you are solely responsible for complying with applicable local laws in your country. You understand and accept that the Pride Engineering websites are not designed for use in a non-Target Country and some or all of the features of the Pride Engineering websites may not work or be appropriate for use in such a country. To the extent permissible by law, Pride Engineering accepts no responsibility or liability for any damage or loss caused by your accessing or use of Pride Engineering’s websites or Services in a non-Target Country. You will be bound by these Terms wherever you use the Services.

#### **4. AGREED USAGE AND LIMITATIONS OF PRIDE ENGINEERING SERVICES AND PRODUCTS**

- (a) **Intended Use of Services.** While we aim for the Services, Products, and System to be highly reliable and available, they are not intended to be reliable or available 100% of the time. The Services, Products, and System are subject to sporadic interruptions and failures for a variety of reasons beyond Pride Engineering’s

control, including Wi-Fi intermittency, power disruptions, service provider uptime, among others. You acknowledge these limitations and agree that Pride Engineering is not responsible for any damages allegedly caused by the failure or delay of the Services.

- (b) No Life-Safety or Critical Uses of the Services. You acknowledge and agree that the Services, Products, and System whether standing alone or when interfaced with Third-Party Products and Services are not certified for emergency response. Pride Engineering makes no warranty or representation that use of the Services with any Third-Party Products and Services will affect or increase any level of safety. YOU UNDERSTAND THAT THE SERVICES, WHETHER STANDING ALONE OR INTERFACED WITH THIRD-PARTY PRODUCTS OR SERVICES, ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. FURTHER, YOU UNDERSTAND THAT UNDER NO CIRCUMSTANCES WILL PRIDE ENGINEERING DISPATCH EMERGENCY AUTHORITIES TO YOUR BUSINESS LOCATION IN THE EVENT OF AN EMERGENCY.
- (c) Reliability of Services. You acknowledge that the Platform, Services, Product, and System are not error-free or 100% reliable and 100% available. Proper functioning of the Services relies and is dependent on, among other things, the transmission of data through your Wi-Fi network, enabled wireless device (such as a phone or tablet) and broadband internet access, or optional Cellular Backup service, for which neither Pride Engineering nor any wireless or data carrier is responsible, and may be interrupted, delayed, refused, or otherwise limited for a variety of reasons, including insufficient coverage, power outages, termination of service and access, environmental conditions, interference, non-payment of applicable fees and charges, unavailability of radio frequency channels, system capacity, upgrades, repairs or relocations, and priority access by emergency responders in the event of a disaster or emergency (collectively “Service Interruptions”). You understand that Service Interruptions may result in the Platform, Services, Products, and System being unreliable or unavailable for the duration of the Service Interruption. We cannot and do not guarantee that you will receive notifications in any given time or at all. YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. There is no way for Pride Engineering to provide specific information relating to a situation at issue. You acknowledge that it is your responsibility to educate yourself on how to respond to an emergency and to respond according to the specifics of your situation.
- (d) Service Interruptions; no refund or rebate. The Platform, Services, Products, and System may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. You agree that you will not be entitled to any refund or rebate for such suspensions. Pride Engineering does not offer any specific uptime guarantee for the Platform, Services, Products, or System.
- (e) System Requirements. The Platform, Services, Products, and System may not be accessible without: (i) an Account; (iii) an enabled and supported wireless device, such as a phone or tablet (required for some features and functionalities of the Services, Products, and System); and (iv) other system elements that may be specified by Pride Engineering. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured. You acknowledge that the Platform, Services, Products, and System may not work as described when the requirements and compatibility have not been met. If you modify, substitute, move, or otherwise change any of the required system elements, it is your sole duty and responsibility to be sure they are compatible and properly configured to work with the Products and Services.
- (f) Product information. The Services provide you information (“Product Information”) regarding the Products and their connection with other products and services. All Product Information is provided “as is” and “as available”. We cannot guarantee that it is correct or up to date. In cases where it is critical, accessing Product Information through the Services is not a substitute for direct access of the information.
- (g) Information reliability. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services, Products, or System.

- (h) Representations. You warrant, represent and agree that you will not contribute any Content or otherwise use the Services or Products in a manner 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, including without limitation any employee or representative of Pride Engineering; (v) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program; (vi) jeopardizes the security of your Pride Engineering Account or anyone else's Account (such as allowing someone else to log in to the Platform, Services, Products, or System as you); (vii) attempts, in any manner, to obtain or access the password, account, products, devices, systems, or other security information from any other user or third party; (viii) violates the security of any computer network, or cracks any passwords or security encryption codes; (ix) runs Maillist, Listserv, or any form of auto-responder or "spam" on the Services, or any processes that otherwise interfere with the proper working of the Platform, Services, Products, or System (including by placing an unreasonable load on the Services' infrastructure); (x) copies or stores any significant portion of the Content; (xi) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Platform, Services, Products, or System; (xii) denigrates or disrupts any network capacity or functionality; (xiii) 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 or (xiv) engages in remote monitoring to provide professional medical care for any individual, including without limitation, in any health care and assisted living environment.
- (i) Test and use. It is your responsibility to use the Products and Services pursuant to the applicable manual and instructions. It is your responsibility to test the Products to be sure the Products (and any related components) are functioning and communicating as intended and designed, and then regularly test and maintain the Products.

## **5. LIMITATIONS OF PRIDE ENGINEERING SERVICES DUE TO THIRD PARTIES**

- (a) General. The Services rely on or interoperate with third party products and services. These third-party products and services are beyond Pride Engineering's control, but their operation may impact or be impacted by the use and reliability of the Services. You acknowledge and agree that: (i) the use and availability of the Services is dependent on third party product vendors and service providers, (ii) these third-party products and services may not operate in a reliable manner 100% of the time, and they may impact the way that the Services operate, and (iii) Pride Engineering is not responsible for damages and losses due to the operation of these third-party products and services.
- (b) Third Party Service Providers Used by Pride Engineering. You acknowledge that Pride Engineering uses third party service providers to enable some aspects of the Platform, Services, Products, or System. **YOU AGREE NOT TO RELY ON THE SERVICES FOR ANY LIFE SAFETY OR TIME-CRITICAL PURPOSES. FURTHER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE AND HOLD HARMLESS THIRD-PARTY SERVICE PROVIDERS FROM ALL LIABILITY, DAMAGES OR LOSSES OF ANY KIND OR SORT, PERSONAL INJURY OR LOSS OF LIFE ARISING FROM YOUR USE OF THE PRODUCTS AND SERVICES.**
- (c) Equipment, ISP, and carrier. You acknowledge that the availability of the Platform, Services, Products, and System is dependent on (i) your computer and other related equipment ("Equipment"), (ii) your Internet service provider ("ISP"), and (iii) your mobile device carrier ("Carrier"). You acknowledge that you are responsible for all fees charged by your ISP and Carrier in connection with your use of the Platform, Services, Products, and System. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and Carrier.
- (d) Third Party Website Links and Referrals. Pride Engineering's websites may contain links to other web sites operated by third parties ("Third Party Sites") and referrals to third party vendors ("Referred Vendors"). Such Third-Party Sites and Referred Vendors are not under our control. Pride Engineering provides these links and

referrals only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third-Party Sites or Referred Vendors. Your use of these Third-Party Sites is at your own risk.

- (e) Release Regarding Third Parties. Pride Engineering is not responsible for third parties or their products and services, including, without limitation, the App Stores, Third Party Products and Services, Third Party Sites, Referred Vendors, Equipment, ISPs, and Carriers. Pride Engineering hereby disclaims and you hereby discharge, waive and release Pride Engineering and its licensors and suppliers from any past, present, and future claims, liabilities, and damages, known or unknown, arising out of or relating to your interactions with such third parties and their products and services. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” YOU HEREBY WAIVE ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION.

## **6. OWNERSHIP AND INTELLECTUAL PROPERTY**

- (a) Pride Engineering Property. You acknowledge that all intellectual property rights, including without limitation copyrights, patents, trademarks, and trade secrets, in the Platform, Products, Product Software, Services, and System are owned by Pride Engineering or our affiliates or licensors. Your possession, access, and use of the Platform, Products, Product Software, Services, and System do not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights. Pride Engineering and its affiliates and licensors and suppliers reserve all rights not granted in these Terms. Subject to the foregoing, you own the specific items of Product that you have purchased from Pride Engineering.

You may not use the content of the Platform or Services in any other public or commercial way nor may you copy or incorporate any of the content of the Platform or Services into any other work, including your own web site without the written consent of Pride Engineering. You must have a license from us before you can post or redistribute any portion of the Services. Other than with respect to User Submissions, Pride Engineering retains full and complete title to all content on the Services, including any downloadable software and all data that accompanies it. You must not copy, modify or in any way reproduce or damage the structure or presentation of the Services or any content therein.

- (b) Feedback. You may choose to, or Pride Engineering may invite you to submit comments, suggestions, or ideas about the Products or Services, including how to improve the Products or Services (“Ideas”). By submitting any Ideas, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place Pride Engineering under any fiduciary or other obligation. Pride Engineering may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to you. You also agree that Pride Engineering does not waive any rights to use similar or related ideas previously known to Pride Engineering, developed by its employees, or obtained from other sources.
- (c) User submissions. You hereby grant us with a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable and transferable right to access, display, or otherwise use your User Submissions (including all related intellectual property rights) solely in connection with providing the Services and as directed by you. For clarity, the foregoing license grant to Pride Engineering does not affect your ownership of or right to grant additional licenses to the material in your User Submissions, unless otherwise agreed in writing.

## **7. INDEMNITY FOR THIRD PARTY ACTIONS**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, RELEASE AND HOLD PRIDE ENGINEERING AND ITS LICENSORS AND SUPPLIERS (COLLECTIVELY THE “PRIDE ENGINEERING PARTIES”) HARMLESS FROM AND AGAINST (I) ALL CLAIMS, ACTIONS, LAWSUITS AND ANY OTHER LEGAL ACTION BROUGHT BY ANY THIRD PARTY AGAINST ANY OF

THE PRIDE ENGINEERING PARTIES ARISING FROM OR RELATING TO (A) YOUR USE AND EACH AUTHORIZED USER'S USE OF THE PLATFORM, SERVICES, PRODUCTS, OR SYSTEM, (B) YOUR OR YOUR AUTHORIZED USERS' VIOLATION OF THESE TERMS, (C) ANY USER SUBMISSIONS OR FEEDBACK YOU PROVIDE; OR (D) YOUR OR YOUR AUTHORIZED USERS' VIOLATION OF ANY LAW OR THE RIGHTS OF ANY THIRD-PARTY (COLLECTIVELY "THIRD PARTY ACTIONS"); AND (II) ANY AND ALL RELATED LOSSES, DAMAGES, SETTLEMENTS AND JUDGMENTS (INCLUDING PAYMENT OF THE PRIDE ENGINEERING PARTIES' ATTORNEYS' FEES AND COSTS) INCURRED BY ANY OF THE PRIDE ENGINEERING PARTIES, ASSESSED OR FOUND AGAINST ANY OF THE PRIDE ENGINEERING PARTIES, OR MADE BY ANY OF THE PRIDE ENGINEERING PARTIES, RELATING TO OR ARISING FROM ANY SUCH THIRD PARTY ACTION ("THIRD PARTY RELATED LOSSES").

YOU UNDERSTAND AND AGREE THAT YOUR INDEMNIFICATION OBLIGATION TO THE PRIDE ENGINEERING PARTIES APPLIES EVEN IF SUCH THIRD-PARTY ACTION AND THIRD PARTY RELATED LOSSES ARISE FROM THE NEGLIGENCE OF ANY KIND OR DEGREE, BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NON-COMPLIANCE WITH APPLICABLE LAW, OR OTHER FAULT OR WRONGDOING OF ANY OF THE PRIDE ENGINEERING PARTIES. HOWEVER, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO REQUIRE ANY INDEMNIFICATION WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE UNDER APPLICABLE LAW. FURTHER, YOUR INDEMNIFICATION OBLIGATION SHALL NOT APPLY TO ANY WILLFUL, WANTON, INTENTIONAL OR RECKLESS MISCONDUCT OF THE PRIDE ENGINEERING PARTIES, OR GROSS NEGLIGENCE OF THE PRIDE ENGINEERING PARTIES IN THOSE STATES THAT DO NOT PERMIT INDEMNIFICATION FOR GROSS NEGLIGENCE. "THIRD PARTY" IS DEFINED HEREIN TO INCLUDE, AMONG OTHERS, AN AUTHORIZED USER, INCLUDING WITHOUT LIMITATION, A SPOUSE, PARTNER, FAMILY MEMBER, GUEST, NEIGHBOR, TENANT, EMPLOYEE OR INSURANCE COMPANY. Pride Engineering reserves the right to assume the exclusive defense and control of any matter for which you are required to indemnify Pride Engineering and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without Pride Engineering's prior written consent. Pride Engineering will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **8. WARRANTY DISCLAIMERS**

- (a) THE WARRANTIES FOR THE PLATFORM, PRODUCTS, SERVICES, SYSTEM, AND THE PRODUCT SOFTWARE ARE SET FORTH IN THE PURCHASE ORDER FOR SUCH PRODUCT AND THE EULA, RESPECTIVELY.
- (b) THE PLATFORM, PRODUCTS, SERVICES, SYSTEM, AND THE PRODUCT SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND PRIDE ENGINEERING AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.
- (c) PRIDE ENGINEERING AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE PLATFORM, PRODUCTS, SERVICES SYSTEM, OR PRODUCT 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 OR THROUGH THE PLATFORM, PRODUCTS, SERVICES SYSTEM, OR PRODUCT SOFTWARE SHALL CREATE ANY WARRANTY.
- (d) PRIDE ENGINEERING DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCTS OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OR IN CONNECTION WITH THE PRODUCTS OR SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND PRIDE ENGINEERING WILL NOT BE A



PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF SUCH PRODUCTS OR SERVICES.

- (e) WHEN YOU INSTALL, SETUP OR USE THE PRODUCTS AND SERVICES YOU ARE GIVEN THE OPPORTUNITY TO CHANGE DEFAULTS OR CHOOSE PARTICULAR SETTINGS. THE CHOICES YOU MAKE CAN CAUSE NON-RECOMMENDED OR UNINTENDED OPERATION OR NON-OPERATION OF YOUR PRODUCTS OR SERVICES AND ANY CONNECTED EQUIPMENT OR SYSTEMS. YOU ASSUME ALL LIABILITY FOR ANY DAMAGES AND LOSSES CAUSED BY, OR RELATED TO, THE CHOICES YOU MAKE FOR THE PARTICULAR SETTINGS FOR THE PRODUCTS AND SERVICES, AND SETTING OR CHANGING DEFAULTS.

## **10. WAIVER OF SUBROGATION**

You should protect against any risk of loss with the appropriate insurance coverage, and you are responsible for obtaining all insurance coverage you believe is necessary. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND THE APPLICABLE POLICY OR POLICIES OF INSURANCE YOU OBTAIN AND MAINTAIN, YOU RELEASE PRIDE ENGINEERING AND ITS LICENSORS AND SUPPLIERS FROM ALL LIABILITY FOR ANY LOSS, OCCURRENCE, EVENT OR CONDITION COVERED BY YOUR INSURANCE.

## **11. LIMITATION OF LIABILITY**

IN NO EVENT SHALL PRIDE ENGINEERING OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THE PLATFORM, PRODUCTS, SERVICES, SYSTEM, OR PRODUCT SOFTWARE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN EVERY EVENT, PRIDE ENGINEERING'S TOTAL MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES SHALL BE LIMITED TO FIVE (\$5.00) US DOLLARS.

THE CONSIDERATION BEING PAID HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR PRIDE ENGINEERING TO ASSUME ANY RISKS BEYOND THOSE EXPRESSLY ASSUMED HEREIN AND IF ANY SUCH RISKS WERE TO BE ASSUMED BY PRIDE ENGINEERING, PRIDE ENGINEERING WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT CHARGING SUBSTANTIALLY HIGHER FEES.

SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY NOT APPLY TO YOU.

## **12. FEES AND PAYMENT**

The Products and Services may be provided for a fee. You shall pay all applicable fees regarding the Products and Services set forth in the applicable purchase order or other agreement entered by you with Pride Engineering or as otherwise set forth on the portal during your account registration.

## **13. GOVERNING LAW**

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

#### **14. DIGITAL MILLENNIUM COPYRIGHT ACT**

If you are a copyright owner of an agent thereof and believe that any Content infringes upon your copyrights, please sent notice to our designated agent identified below. According to the U.S. Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(3), your notice must comply with the following requirements:

- A physical or electronic signature of the copyright owner or person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owners, its agent or the law; and
- A statement that the information in the notification is accurate and under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The designated agent for notice of copyright infringement claims may be reached as follows:  
legal@pridecan.com.

#### **15. GENERAL**

We reserve the right to make changes to these Terms. Any changes we make to these Terms will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on the Pride Engineering websites or the Services. Your use of the Services after such notice will be deemed acceptance of such changes.

If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

These Terms set out the entire agreement between us relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements between us. These Terms are not assignable, transferable or sub-licensable by you except with Pride Engineering's prior written consent. These Terms shall not be construed as a teaming, joint venture, or other such arrangement, unless the parties expressly and explicitly execute an agreement to that effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

At any time, please contact us at legal@pridecan.com, or at (763) 427-6250 for questions related to these terms