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(b) Conditions to Indemnification. Your indemnification obligations as provided above is conditioned upon Licensor: (i) giving prompt written notice you of any claim, demand, or action for which indemnity is sought; (ii) cooperating in the defense or settlement of any such claim, demand or action; and (iii) giving the indemnifying party sole control of the defense, investigation, and/or settlement of the claim, demand or action for which indemnification is sought, including, without limitation, the employment and engagement of attorneys of its choice to handle and defend the same. In no event, however, may you admit liability on behalf of the Licensor Parties without its prior written consent. Subject to the foregoing, however, Licensor, at its own expense, may participate, through its attorneys or otherwise, in the investigation, trial and defense of any such claim, demand or action and any appeal therefrom.

6. Licensee Warranties, Covenants and Agreements (High-Risk Applications). If you use the Licensed Software in conjunction with any high-risk application, such as any instanced in which the failure of the application could result in loss of life or significant property damage, then you represent, warrant, covenant and otherwise acknowledge and agree that:

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- (b) **Legal Requirements.** You will be responsible for and will comply with all applicable legal and regulatory requirements associated with the use of the Licensed Software in any high-risk applications, including without limitation, any licensing requirements arising out of (i) a specific application or (ii) the transfer of any data over other jurisdictional lines and ensuring the use of such data solely as permitted in each jurisdiction to which such data may be transferred.
- (c) **Disclaimers.** You acknowledge that: (i) neither Licensor nor its affiliates or their respective officers, directors, agents, employees, and licensors have any control of or responsibility for your use of the Licensed Software or the data managed, processed, stored or otherwise handled by the Licensed Software, nor any knowledge of the specific or unique circumstances under which the Licensed Software or such data may be used by you; and (ii) neither Licensor nor its affiliates or their respective officers, directors, agents, employees, and licensors assume any responsibility for any aspect of any services provided in conjunction with your use of the Licensed Software or the data managed, processed, stored or otherwise handled by the Licensed Software, or your regulatory compliance.

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- (a) **Term.** The term of this License Agreement will commence as of the date of your acceptance of this License Agreement, and will continue until the termination or expiration of the term of all of the licenses of the Licensed Products, unless earlier terminated at the end of any timeframe specified in a Sales Order or as provided below.

(b) **Termination by Licensor.** Licensor may terminate this License Agreement: (i) at any time upon written notice if you breach any provision of Sections 2, 3, or 6 of this License Agreement; or (ii) effective 30 days after written notice to you in the event that you breach any other material provision of this License Agreement and you do not cure such breach within such 30-day period, or such longer period as reasonably necessary to cure such breach.

(c) **Rights and Obligations upon Termination or Expiration.** Upon termination of this License Agreement, all rights granted to you hereunder will immediately cease and you must immediately discontinue all use of the Licensed Products. Termination of this License Agreement for any reason will not excuse your obligation to pay in full any and all amounts due to Licensor, nor will termination by Licensor result in a refund of any fees paid by you to Licensor.

(d) **Continuing Obligations.** The terms and conditions in this License Agreement that by their nature and context are intended to survive any termination of this License Agreement, including, without limitation, Sections 3 (Intellectual Property), 5 (Indemnification), 7 (Limitation of Liability), 8 (Trademarks), 9 (Term and Termination) and 11 (Miscellaneous), will survive such termination of this License Agreement for any reason and will be fully enforceable thereafter. Termination of this License Agreement will not otherwise affect the party exercising such rights, remedies and protections hereunder.

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11. Miscellaneous.

(a) **Notices.** Any notices, demands or other communications required or permitted under this License Agreement will be in writing and will be deemed effectively delivered to the party: (i) by email using a method that positively establishes receipt of the email by the recipient; (ii) by personal, same or next day delivery; or (iii) by commercial overnight courier with written verification of delivery; in each case addressed to the party for whom it is intended at the address for such party as last provided to the other. All notices so given will be deemed given upon the earlier of receipt or three days after dispatch.

(b) **Modifications, Applicable Law, Dispute Resolution, Captions.** No modification of this License Agreement will be binding unless in writing signed by Licensor. This License Agreement, and its construction, is to be interpreted in accordance with and governed by, the laws of New York, without regard to any rules of conflicts or choice of law provisions that would require the application of the laws of any other jurisdiction. Disputes arise from the performance of this order shall be subject to arbitration pursuant to the American Arbitration Association (AAA) rules in Portland, Oregon. Captions, as used in these terms and conditions, are for convenience of reference only and are not be deemed or construed as in any way limiting or extending the language of the provisions to which such captions may refer. In each case, this License Agreement will be construed and enforced without regard to the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act.

(c) **Attorneys' Fees.** In any action to interpret or enforce this License Agreement, the prevailing party will be awarded all court costs and reasonable attorneys' fees and costs and expenses of investigation incurred.

(d) **Severability.** The provisions of this License Agreement are severable and if any one or more such provisions is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions or portions thereof will not be affected or impaired thereby and will nevertheless be

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(e) Waiver or Delay. No failure to exercise or delay by a party in exercising any right, power, or remedy under this License Agreement operates as a waiver of such right, power, or remedy. A single or partial exercise of any right, power, or remedy does not preclude any other or further exercise of that or any other right, power, or remedy. A waiver is not valid or binding on the party granting the waiver unless made in writing.

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(g) Privacy Laws. To the extent that Licensor or any of its affiliates are in receipt your personal information, it is our policy to process that information when we have an appropriate basis, including to provide services to you subject to terms you have accepted, to comply with law, pursuant to your request, and to pursue our legitimate interests, such as providing you with information about our services. We may disclose your personal information to trusted business partners and service providers, to comply with law, to protect our rights or the rights of others, or for other legitimate business interests. We retain personal information to fulfill the purposes for which it was collected and to address reasonable compliance needs. You may exercise your rights to access, rectification, erasure, restriction, and portability by contacting us at pilot@Cornellpump.com. We may transfer your personal information to the United States and other countries that may not have the same data protection laws as the country in which you reside, but we will apply appropriate safeguards such as contractual measures that require recipients to adhere to specific data protection standards. You may direct any concerns to us or to the supervisory authority in your jurisdiction. Refer to our [Privacy Policy](#) for additional information.

(h) Entire Agreement. This License Agreement (including any and all Schedules attached hereto) constitutes the entire understanding and agreement between the parties with respect to the Licensed Products and supersedes all previous agreements and communications between the parties concerning such subject matter.

(i) Benefit of Agreement. This License Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

(j) Cumulative Remedies. Except as otherwise provided in this License Agreement, all remedies of the parties hereunder are non-exclusive and are in addition to all other available legal and equitable remedies.

(k) Force Majeure. Neither party will be liable or deemed to be in default for any delay or failure in performance under this License Agreement (except for payment obligations) resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes or any causes beyond its reasonable control; provided that the party failing to perform in any such event will promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

(l) Construction of Agreement. Each party acknowledges that it has had the opportunity to review this License Agreement with legal counsel of its choice and agrees that in the event that this License Agreement or

any other documents delivered in connection with the transactions contemplated by this License Agreement contain any ambiguity, such ambiguity will not be construed or interpreted against the drafting party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this License Agreement, which will be considered as a whole.

(m) Choice of Language. The original of this Agreement has been written in English, which will be the controlling language in all respects. Any translations into any other language are for reference only and will have no legal or other effect.

SCHEDULE A – TERMS OF USE

SCHEDULE B – THIRD PARTY TERMS

SCHEDULE A – TERMS OF USE

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Sections: 2.3 (Confidentiality), 3 (Third-Party Content); 4 (Intellectual Property), 12 (Surviving Provisions); and Schedule B will survive any termination or expiration of this Agreement and continue in full force and effect.

SCHEDULE B – THIRD PARTY TERMS

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AUTHORIZATION

By accessing the software or application, you represent and warrant that you have the requisite organizational authority and full power to accept the Terms of Use and the Third-Party Provider's pass-through terms set forth in this Schedule B.

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