

**TOCARO BLUE**  
**MASTER SERVICES AGREEMENT**

Revision Date May 31, 2022

Last Updated: April 4, 2022 and Sent for Review by Tristan Rizzi

Last Review and Approval: May 31, 2022 by Thomas Patterson

This Master Services Agreement (“**Agreement**”) is a binding agreement between you (“**End User**” or “**you**”) and Tocaro Blue, LLC, a Florida limited liability company (“**Company**”). This Agreement governs your use of the Tocaro Blue system(s) (the “**System**”) described in the Letter Agreement between you and the Company (the “**Letter Agreement**”). This Agreement is made available to you through the Company’s mobile application (the “**App**”). You understand that the hardware, equipment, software, App, use of the Company website, use of the System, and all parts (collectively, the “**Product**”) related to the System remain the sole property of the Company.

1. Letter Agreement; Cancellation. This Agreement sets forth the terms and conditions for your use of the System and the Product described in your Letter Agreement. Your use of the System or Product serves as consent and agreement to this Agreement. If you do not accept all the terms and conditions of this Agreement, you must notify the Company of your desire to cancel the Letter Agreement prior to the Commencement Date. If you do not cancel the Letter Agreement prior to the Commencement Date, this Agreement will control your use of the System and Product.

2. Term; Termination for Convenience. The beginning of the term of this Agreement shall be the earlier of: (i) the installation of a Product on the vessel/vehicle/asset described in the Letter Agreement, and (ii) your execution of the Letter Agreement and review and agreement to this Agreement through the App (or through addendum to the Letter Agreement) (the “**Commencement Date**”). The initial term of this Agreement shall be the initial term described in the Letter Agreement, or 36 months following the Commencement Date if no initial term is described in the Letter Agreement. This Agreement shall automatically renew for a successive 12 month period at the end of the initial term, and at the end of each successive renewal term, unless terminated in writing at least 60 days prior to the end of the then current term. The initial term and each successive term constitutes the “**Term**”. You may terminate this Agreement at any time by: (i) providing the Company at least 30 days written notice, (ii) returning all Product to the Company in good, working condition, (iii) and paying the Company an amount specified in the Letter Agreement mutually agreed to by both parties, and (iv) paying the Company all other amounts owed by you (such as for Convenience Fees). Likewise, the Company may terminate this Agreement (and the provision of the Products and services) by: (i) providing you at least 30 days written notice, and (ii) returning any prepaid Monthly Fees for fees arising from the period after the effective date of termination.

3. Fees. You agree to pay the Company all fees described in the Letter Agreement, including all recurring monthly or quarterly fees (“**Monthly Fees**”), special installation or

customization fees, and all fees and costs not included in the System such as (without limitation) SMS or “text” messages utilizing satellite (“**Convenience Fees**”). The Monthly Fees and Convenience Fees may be prepaid at any time. The amount of the Monthly Fees will increase as stated in the Letter Agreement, or if not stated in the Letter Agreement shall increase, annually, to 108% of the amount paid for the Monthly Fees during the prior calendar year during the Term. The amount of Convenience Fees will fluctuate during the Term and you will be charged the prevailing amount of the Convenience Fees, charged by the Company, to other end users of the Products or System. ***In the event you do not pay any amount due and owed to the Company within five (5) days of the date due and owed, the Company may immediately (and without notice) suspend your use of the Product and System, including your use of the App.*** The Company suspending your use is in addition to any other remedy the Company may have under this Agreement, by contract, or at law.

4. Limited Right to Use the Product. The Product and System is licensed, not sold, to you. The license to you is revocable, non-exclusive, limited to the United States, non-assignable, and non-transferrable. You do not acquire any ownership interest in the Product under this Agreement, or any other rights thereto other than to use the Product in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company and its licensors and service providers (if any) reserve and shall retain their entire right, title, and interest in and to the Product, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement. The Product and System are offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions.

5. Installation of the Products; Damage to Products. The Product, and components of the Product, may require installation in one or more areas of your vessel/vehicle/asset or motor(s) in order to enable the System functionality. You agree to only use a Company approved installer for all installation and repair of the Product. You acknowledge that portions of your vessel/vehicle/asset or motor(s) may be damaged as part of the installation, repair, or removal of the Product, for which you will be solely responsible (including all costs for substantive and cosmetic repairs). You agree not to tamper with the Product or System, nor to adjust, modify, or relocate the Product after installation. In the event of any malfunction or defect, you will promptly notify the Company, and provide the Company (or one of its approved installers) access to the Product and your vessel/vehicle/asset. In the event you damage the Products, whether through act or omission, you will promptly notify the Company. At the Company’s option, it may send you a replacement Product for the damaged component, and you will pay for the full costs of the replacement Product and installation/repair; provided, further, you will remain responsible for all Monthly Fees and Convenience Fees through the remainder of the Term.

6. Update to this Agreement. The Company may update and amend this Agreement, from time to time, without notice to you or consent by you. You acknowledge and agree that the Company may amend this Agreement, in the sole discretion of the Company, by posting the amended Agreement on the Company website. To the fullest extent permitted by law, you

acknowledge that your continued use of the Product or System constitutes consent to all amendments to this Agreement.

7. Obligation to Monitor; Limited Warranty. THE COMPANY DOES NOT GUARANTEE THE PERFORMANCE OF THE SYSTEM OR THE PRODUCT, IN PART OR AS A WHOLE, AND SHALL NOT BE RESPONSIBLE FOR CIRCUMSTANCES OR DAMAGES RESULTING FROM THE PRODUCT'S INABILITY TO OPERATE OR ANY TYPE OF MALFUNCTION. NEITHER THE COMPANY, THE PRODUCT, NOR THE SYSTEM OFFERS ANY GUARANTEED PROTECTION AGAINST BURGLARY, FIRE, SINKING, COLLISION, DEAD BATTERIES OR OTHER EMERGENCY. MANY REASONS, INCLUDING BUT NOT LIMITED TO INADEQUATE OR IMPROPER INSTALLATION OR POSITIONING, SENSOR LIMITATIONS, BATTERY PERFORMANCE, WIRELESS SIGNAL INTERRUPTION, INADEQUATE MAINTENANCE OR THE POTENTIAL FOR THE SYSTEM OR TELEPHONE LINES TO BE COMPROMISED OR CIRCUMVENTED OR SATELLITE PHONE OR TEXTING, OR CELL PHONE COVERAGE AREA. AS A RESULT, THE COMPANY DOES NOT REPRESENT THAT THE ALARM SYSTEM WILL PREVENT PERSONAL INJURY OR PROPERTY DAMAGE, OR IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION. THE PRODUCT AND SYSTEM SHOULD THEREFORE BE CONSIDERED AS ONE OF MANY TOOLS AVAILABLE TO REDUCE RISK OF DAMAGE BY BURGLARY, FIRE, SINKING, COLLISION, DEAD BATTERIES OR OTHER EMERGENCIES, SUCH OTHER TOOLS INCLUDE BUT ARE NOT LIMITED TO INSURANCE COVERAGE, FIRE PREVENTION AND EXTINGUISHING DEVICES, AND SPRINKLER SYSTEMS. YOU MUST REGULARLY MAINTAIN YOUR SYSTEMS. IT IS YOUR SOLE RESPONSIBILITY TO REPLACE SENSORS BEFORE THEIR BATTERIES RUN LOW TO ENSURE CONTINUED OPERATION OF THOSE SENSORS. IT IS ALSO YOUR SOLE RESPONSIBILITY TO ENSURE THE SUFFICIENCY OF BATTERIES RELATED TO EVERY PORTION OF THE PRODUCT AND SYSTEM, INCLUDING THE CENTRAL PROCESSING UNIT. ADDITIONALLY, IT IS YOUR SOLE RESPONSIBILITY TO SET PARAMETERS AS TO WHEN ALARMS WILL ACTIVATE BASED ON SENSOR INPUT WITHIN THE SOFTWARE PROVIDED WITH THE PRODUCT, SYSTEM, AND APP. THERE IS ABSOLUTELY NO WARRANTY ON THE PRODUCT OR THE SYSTEM. EXCEPT AS SPECIFICALLY STATED HEREIN, ALL EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. THE WARRANTY FOR INTERNATIONAL CUSTOMERS IS THE SAME AS FOR ANY CUSTOMER WITHIN THE UNITED STATES, WITH THE EXCEPTION THAT THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY CUSTOMS FEES, DUTIES, TAXES, OR VAT THAT MAY BE DUE. DEALERS, INSTALLERS AND OTHERS SELLING OR LICENSING THE PRODUCT OR SYSTEM ARE NOT AUTHORIZED TO MODIFY THIS WARRANTY OR MAKE ANY ADDITIONAL WARRANTIES THAT ARE BINDING ON THE COMPANY OR ITS AFFILIATES. IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU OR ANY USER (OR YOUR GUEST, CUSTOMER, OR INVITEE) FOR ANY LOSS OR DAMAGE,

WHETHER DIRECT OR INDIRECT OR CONSEQUENTIAL OR INCIDENTAL, INCLUDING WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS, STOLEN GOODS, PUNITIVE DAMAGES, OR FROM CLAIMS MADE BY ANY OTHER PARTY CAUSED BY DEFECTIVE PRODUCTS OR OTHERWISE RELATING TO THE SYSTEM.

THE PRODUCT AND RELATED SERVICES INCLUDING THE SYSTEM IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PRODUCT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, HARDWARE, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PRODUCT OR SYSTEM OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION OR THE AMOUNT EQUAL TO SIX MONTHS PAID UNDER THIS AGREEMENT, IF LESSER.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY RELATED TO THE PRODUCTS OR SYSTEM, OR UNDER THIS AGREEMENT (INCLUDING THE LETTER AGREEMENT) WILL BE STRICTLY CAPPED TO THE AMOUNT PAID TO THE COMPANY BY YOU DURING THE PRECEDING SIX MONTH PERIOD.

8. Indemnification. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATING TO YOUR ACTS, OMISSIONS, USE, OR MISUSE OF THE PRODUCT, SYSTEM, WEBSITE, APP OR RELATED SERVICES INCLUDING ANY MONITORING FEATURE, OR YOUR ALLEGED BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE CONTENT YOU MONITOR, SUBMIT OR MAKE AVAILABLE THROUGH THE WEBSITE OR APP.

9. Third-Party Materials. The Product and System may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that the Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. The Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

10. Your Termination for Cause. In addition to your ability to terminate this Agreement for convenience pursuant to Section 2 above (subject to the requirements described in Section 2), you may terminate this Agreement for cause if: upon a material breach of this Agreement by the Company, the Company fails to initiate, within 30 days after notice from you, commercially reasonable efforts (in the Company's discretion) to cure the material breach. For purposes of the preceding sentence, a "material breach" by the Company shall be limited to (i) its willful suspension of the Product or System to you, provided you have paid all amounts due and owed, and are not in breach or in default under this Agreement, and (ii) the App and System are unavailable for at least fourteen (14) consecutive days, unless the unavailability results from, or is related to, a force majeure, cyber hack (including social engineered hack), act of war, or labor dispute. In the event you terminate this Agreement pursuant to this Section 10, you will no longer owe any Monthly Fees; provided, you pay all other amounts owed to the Company and return the Product to the Company in good, working condition.

11. The Company's Termination for Cause. The Company may terminate this Agreement at any time without notice if it ceases to support the System, Product, or App, or if it

discontinues any related service, which the Company may do in its sole discretion. The Company may also terminate this Agreement upon your breach of this Agreement, or if you fail to pay any amount owed to the Company within thirty (30) days after notice (including by email) from the Company that such amount is due and owed. Without limiting the foregoing, the Company may immediately terminate this Agreement for breach if you take the following acts, or seek to perform any of the following: (a) copy the App, Product, or System, except as expressly permitted by this Agreement; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of any Company property; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the App, System, Product, website or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Company's property, including any copy thereof; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Product, System, or App, or any features or functionality of the same, to any third party for any reason, including by making the System or App available on a network where it is capable of being accessed by more than one device at any time; (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Product, System, App, or website; (g) use the Product, System, App, or website in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems, aircraft navigation or communication systems, air traffic control systems, or any other transport management systems, safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems, and military or aerospace applications, weapons systems, or environments; or (h) breach any term or condition of the Mobile Application End User License Agreement, the Privacy Policy for the App, the Privacy Policy for the Company's website, or the Terms of Use for the Company's website.

In the event the Company terminates this Agreement pursuant to this Section 11, you will be responsible for all: (i) all losses and damages that may be incurred by the Company, (ii) all amounts incurred by the Company relating to it seeking to enforce its rights under this Agreement (including reasonable attorneys' fees), (iii) all Monthly Fees remaining prior to the end of the current Term, (iv) the retail value of all Products not returned by you to the Company in good, working condition within three business days after termination, and (v) all other amounts owed to the Company by you. All amounts described in the preceding sentence shall be due and owed to the Company within three days following the effective date of termination.

12. Post Termination Obligation; Company Property. Following termination or expiration of this Agreement, for any reason, you agree to: (i) pay the Company all amounts owed it under this Agreement, including fees and costs incurred prior to the effective date of termination, (ii) promptly (within three business days) return all Product to the Company in good, working condition (or pay the retail value for all such Products), (iii) delete the App and return all other Company property (including data, information, and records) in your possession, and (iv) cease to use all elements and components of the Product and System. Without limiting

the foregoing, you agree and acknowledge all information, data, intellectual property, derivative works, records, trade secrets, confidential information, and proprietary information related to the Product, System, App, or website, or your use of any of the same shall solely belong to the Company; provided, to the extent applicable law determines you have any right or ownership interest, you agree such right and ownership interest is hereby assigned and transferred to the Company—but if such assignment or transfer is prohibited by applicable law, then you hereby grant the Company an irrevocable, exclusive, worldwide, royalty-free, assignable license to all of the same.

13. Your Data. To the fullest extent permitted by law, you agree that the Company may fully and freely use, access, and disclose any and all of your data or information generated or created by you related to your use of the Product, System, App, or website, or your contribution or input of such data or information. Without limiting the foregoing sentence, you agree that you have “opted in” and voluntarily authorize the Company the use, access, and disclose all your data and information, including for the Company’s purpose of data aggregation and improvement of its operations and systems. The rights granted to the Company in this Section 13, and in Section 12, shall survive termination or expiration of this Agreement.

14. Use of App and Website. The Product and System may provide you with access to our App and website. You acknowledge the use of the App and Company website are subject to the additional terms and conditions set forth in the Mobile Application End User License Agreement, the Privacy Policy for the App, the Privacy Policy for the Company’s website (available at <https://tocaroblue.com/privacypolicy/>), or the Terms of Use for the Company’s website (available at <https://tocaroblue.com/terms-of-use/>). In the event of any conflict between this Agreement and any of the Mobile Application End User License Agreement, the Privacy Policy for the App, the Privacy Policy for the Company’s website, or the Terms of Use for the Company’s website, then the terms most favorable to the Company shall control.

15. Geographic Restrictions; Applicable Law. The Product and System are offered, and intended to be used, solely in the United States (or its waterways) and Puerto Rico.. You acknowledge that you may not be able to access all or some of the Product or System outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access or use the Product or System from outside the United States, you are responsible for compliance with applicable law. Your failure to use the Product or System in compliance with all applicable laws constitutes a material breach of this Agreement.

16. Updates. The Company may from time to time in its sole discretion develop and provide Product or System updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features. Updates may also modify or delete in their entirety certain features, data, and functionality. You agree that the Company has no obligation to provide any updates or to continue to provide or enable any particular features, data storage or functionality.

You must promptly download and install all updates, and you acknowledge and agree that the Product or System or portions thereof may not properly operate should you fail to do so.

You further agree that all updates will be deemed part of the Product or System and be subject to all terms and conditions of this Agreement.

17. Export Regulation. The Product or System may be subject to United States export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Product or System to, or make the Product or System accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Product or System available outside the United States.

18. US Government Rights. The System is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the System as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

19. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

20. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in Pensacola and Escambia County, Florida. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

21. Arbitration. *In the event of any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement, the parties agree to attempt to resolve promptly any dispute arising out of or relating to this Agreement by good faith negotiation. Provided, however, if the parties cannot resolve within sixty (60) days' negotiation, the parties shall be determined by arbitration in Pensacola, Florida before one arbitrator, who shall be a lawyer with at least ten years' experience as an arbitrator. The arbitrator shall have the authority to award costs and fees to the prevailing party.*

22. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRODUCT OR SYSTEM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.



23. Entire Agreement. This Agreement, the Letter Agreement, and the separate agreements and policies referenced herein (including the Privacy Policies (available at <https://tocaroblue.com/privacypolicy/>) and Terms of Use (available at <https://tocaroblue.com/terms-of-use/>) relating to the App and website) constitute the entire agreement between you and the Company with respect to the Product, and related services including the System, and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Product, and related services including the System.

24. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.