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Effective as of 2/12/2024

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RPM Squared Automatic Engine Start-up System Notice and Release of Liability

The App involves an automatic engine start-up system that may activate the engine without prior warning. The automatic start-up system operates based on predefined triggers or conditions, such as remotely starting an asset. As such you acknowledge and agree:

- a. Unanticipated Engine Activation: The engine may start or stop unexpectedly without warning, posing potential risks of injury to individuals nearby or damage to property.
- b. Safety Precautions: To mitigate risks, you shall adhere to the following:
 - a. Personnel Safety:

- i. Ensure all personnel remain at a safe distance from the machinery's operational zone before and during its use. You, as the User, are solely responsible for implementing visible warnings or alerts to notify the machinery operator of potential start-up.
 - ii. Display prominent and clear signage or visual indicators indicating the machinery's operational status and potential hazards, ensuring visibility to nearby individuals.
 - b. Caution during Operation:
 - i. Maintain a safe distance from the machinery during operation, adhering to recommended safety distances as specified in the user manual or accompanying safety directives.
 - ii. Exercise heightened caution during operational periods, remaining vigilant for any irregularities or unexpected behaviors.
 - c. Service and Maintenance:
 - i. Always implement lockout/tag out procedures before conducting any service or configuration tasks on the machinery to prevent accidental activation or unauthorized access to hazardous areas.
 - ii. Ensure all personnel involved in service or maintenance tasks have received appropriate training and possess the necessary safety equipment.
 - d. Operational Mode:
 - i. Refrain from configuring operator programmable features while the machinery is in "AUTO" mode to prevent inadvertent alterations to system settings during automatic operation.
 - ii. Reserve configuration adjustments for instances when the machinery is in the "Run" position, taking necessary precautions to avoid disruptions to ongoing operations.
 - e. Users must diligently adhere to these safety precautions at all times to minimize risks associated with machinery operation and ensure the safety of personnel and surrounding environments. Failure to comply with these safety guidelines may result in injury, property damage, or machinery malfunction for which Cornell Pump Company cannot be held liable.
- c. Emergency Protocol: In the event of unexpected engine activation, refer to the user manual or applicable machine's safety instructions for proper shutdown or evacuation procedures.

By using this App, you acknowledge and assume responsibility for the potential risks associated with the automatic engine start-up system. You agree to adhere to safety guidelines and procedures outlined in the user manual or accompanying safety documentation to prevent injury or damage. Cornell shall not be liable for any injuries, losses, or damages resulting from your negligence, willful misconduct, or failure to follow recommended safety measures.

You explicitly waive any claims against Cornell arising from injuries, damages, or losses resulting from failure to adhere to safety precautions or the negligent acts or omissions of your personnel. The User assumes full responsibility for training its personnel and complying with safety guidelines during software operation.

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When you provide us with your mobile telephone number, you agree that Cornell may send you messages (including SMS and MMS, telephone calls and/or emails) (collectively, "Messages") to the mobile phone numbers and email addresses provided. When you first provide your mobile telephone number to us, you will receive a confirmation text message and you may need to reply as instructed to complete registration. Cornell will never charge you for the Messages you receive, however you may see message and data rate charges from your mobile provider, though, so be sure to check your plan. You are responsible for the payment to your mobile provider of any message, data and other charges related to text messages, including for confirmation texts you receive and your responses thereto.

Messages may be sent through an automatic telephone dialing system, though any such texts will be compliant with all applicable laws, including the Telephone Consumer Protection Act and the National Do-Not-Call Registry. Consent to receive Messages is not required as a condition to using the App or to purchase any goods or services on the App. You may opt-out of any messaging from Cornell by sending an email to copilot@cornellpump.com with the subject line "Unsubscribe RPM Squared".

You agree to notify us of any changes to your mobile telephone number by sending an email to copilot@cornellpump.com with "Update Mobile Number" in the subject line. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues.

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A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

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This EULA and the other agreements referred to herein constitute the sole and entire agreement between you and Cornell with respect to the App and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the App.