

OCTOBER 1, 2021

**MEMORANDUM OF AGREEMENT (MOA)**

**SUBJECT: Ubicquia End User License Agreement (EULA)**

This License agreement is by and between you (“**You**” or “**Licensee**”) and Ubicquia, Inc. or its affiliates (“**Ubicquia**” or “**Licensor**”) and governs your Use of Ubicquia Software, including but not limited to, any Software that is embedded on any Ubicquia product (“**Product**”). This agreement and any supplemental license terms (collectively, the “**EULA**”) govern Your Use of the Software. Licensee and Licensor are each a “**party**” and, collectively, the “**parties**.”

**I. DEFINITIONS**

- A. “**Affiliate**” means any entity, now or hereafter existing, that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the subject entity. “Control,” for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interest in the subject entity.
- B. “**Approved Source**” means: (i) Ubicquia or (ii) the Ubicquia authorized reseller, distributor, or systems integrator from whom You acquired the Software.
- C. “**Authorized Users**” means any individuals that You authorize to Use the Software, including Your independent contractors or employees.
- D. “**Confidential Information**” means any non-public information with respect to: (i) the Software, Documentation, Content, and any portions, components, or sub-files thereof; (ii) the structure, sequence, and organization of the Software and the concepts, methods of operations, and ideas disclosed therein; (iii) any trade secrets relating to the Software and/or the Licensor Product; and (iv) any and all non-public technical and non-technical information disclosed by Licensor to Licensee pursuant to this EULA.
- E. “**Content**” means the Software content, any of the Documentation, features and functionality including, without limitation to, all user interfaces, information, software, code, text, graphics, images, video, audio, and the design, selection, and arrangement thereof.
- F. “**Documentation**” means printed, paper, electronic or online user or technical manuals, instructions, help files, training materials, specifications, or other documentation applicable to the Software and made available to You by Licensor or an Approved Source for use with the Software, as may be updated from time to time by Licensor.
- G. “**Intellectual Property Rights**” means any patents, patent rights, trademarks, service marks, registered designs, topography and semiconductor mask work rights, applications for, and renewals and extensions of any of the foregoing, copyrights, know-how, unregistered design rights, trade secrets, and any other similar protected rights in any country or otherwise associated jurisdiction.

- H. **“Software”** means the Ubicquia computer programs and any updates or upgrades made available to You by Licensor or an Approved Source and licensed to You by Licensor.
- I. **“Updates”** means all updates, bug fixes, error corrections, support and maintenance releases, or other modifications to the Software and backup copies thereof.
- J. **“Use”** or **“Using”** means to download, install, activate, access, provide data to, receive data from, or otherwise use the Software.
- K. **“You”** and **“Your”** means any person or entity who Uses the Software and Accepts the Terms of this EULA, including Your Authorized Users, regardless of whether “Authorized User” is specifically stated.

## II. ACCEPTANCE OF TERMS, OVERVIEW

YOU MUST READ AND AGREE TO THE TERMS OF THIS EULA BEFORE USING ANY SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THE EULA. Ubicquia grants permission to You to Use the Software only if You can form a binding contract with Ubicquia and only if You are in compliance with the terms of the EULA and all applicable laws, rules, and regulations. If You are entering into this EULA on behalf of an individual or entity, You represent and warrant that You have legal authority to bind that individual or entity to the EULA. If You do not have such authority or You do not agree to the terms of the EULA, neither You nor the entity may Use the Software, and any permission Ubicquia may have previously granted to You to Use the Software is revoked. You are fully responsible for any Authorized User’s compliance with this EULA. The Software may be subject to certain automatic Updates and You also hereby consent to such Updates. If You do not agree to such Upgrades, You are not permitted to Use the Software, and any permission Ubicquia may have previously granted to You to Use the Software is revoked.

## III. LICENSE

Subject to the terms of this EULA, payment of the applicable fees, and Your compliance at all times with the terms set forth in the EULA, Ubicquia grants You, during the subscription term, worldwide, non-exclusive, non-transferable, and revocable limited license to Use the Documentation, Content, and Software in processor-executable code form only, solely in connection with the Product that You own or control and solely for Your internal operations with respect to development of Your software to operate exclusively with Licensor’s Product(s) in accordance with the Documentation. Ubicquia licenses You the right to Use only the Software You acquire from Ubicquia or an Approved Source. If the Software is licensed for a specified subscription term, Your license is valid solely for the applicable subscription term. Your right to Use the Software begins on the date the Software is made available for Your Use and continues until the end of the specified subscription term, unless otherwise terminated in accordance with this EULA.

## IV. TRIAL LICENSE

If You license the Software or receive Ubicquia Product(s) for trial or evaluation purposes or other limited, temporary use as authorized by Ubicquia (“Trial Product”), Your Use of the Trial

Product(s) is only permitted for the period limited by the license key or otherwise stated by Ubicquia in writing (email to suffice). All Trial Products are licensed “AS-IS” without support or warranty of any kind, expressed or implied. Ubicquia does not assume any liability arising from any use of the Trial Product(s). You authorize and grant to Ubicquia full and exclusive rights in any feedback or ideas You provide Ubicquia in connection with Your Use of the Trial Product.

## **V. BETA VERSIONS**

You acknowledge and agree that the Software provided to You under this EULA may be in evaluation, test, or beta form (“beta”), or otherwise not intended or completed for commercial use and may therefore contain errors, bugs, or similar unstable characteristics not typical of commercially released items. Such characteristics may negatively affect the operation of previously installed software or equipment. You are advised to safeguard important data, to use caution, and not to rely in any way on the correct functioning or performance of the Software and accompanying materials.

## **VI. THIRD PARTY SOFTWARE**

The Software may contain third party software or Open Source Software (“Non-Ubicquia Software”), subject to separate license terms made available with the Ubicquia Software or Documentation. The Open Source Software is provided to You under the applicable license terms and conditions for such Open Source Software, and in each case not the terms of this EULA with respect that that Open Source Software. Third party software may be subject to additional terms, conditions, and restrictions. You shall comply with the terms, conditions, and restrictions of all applicable Non-Ubicquia Software licenses, if any. Ubicquia provides no representation or warranty of any kind, express, implied, statutory or otherwise, with respect to such Non-Ubicquia Software, including with respect to functionality of such Non-Ubicquia Software and is not responsible for Your use of any Non-Ubicquia Software nor any damages resulting therefrom.

## **VII. LIMITATIONS ON USE**

You will not, directly or indirectly, and You will not allow a third party to do any of the following:

- A. use Software that is licensed for a specific Product, whether physical or virtual, on another Product, without the express prior written consent of Ubicquia;
- B. use the Software in conjunction with any product other than Your product and/or software;
- C. attempt to or actually license, sublicense, lease, rent, loan, sell, or otherwise distribute the Documentation, Software, or Content as a standalone product;
- D. transfer, sublicense, or assign Your rights under this license to any other person or entity (except as expressly provided herein), without the express prior written consent of Ubicquia;
- E. modify, adapt, or create derivative works of the Software or Documentation without the express prior written consent of Ubicquia;

- F. reverse engineer, decompile, translate, decrypt, disassemble, or otherwise attempt to: (i) derive any source code for the Software; or (ii) defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection mechanisms in the Software, including without limitation, any such mechanism used to restrict or control the functionality of the Software;
- G. make the functionality of the Software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis without the express prior written consent of Ubicquia;
- H. remove, modify, or conceal any product identification, copyright, proprietary, or intellectual property notices or other marks on or within the Documentation, Software, or Content, or use them in contravention of any such applicable notices;
- I. use the Software in violation of any third-party rights or any local, state, national, or international law, rule, or regulation;
- J. violate the Documentation pertaining to any Software; or
- K. release the results of any performance or functional evaluation of any of the Software to any third party without the express prior written consent of Ubicquia for each such release.

## **VIII. INTELLECTUAL PROPERTY OWNERSHIP**

The Documentation, Content, and Software are licensed not sold, and the Documentation, Content, and Software are protected by the copyright and other intellectual property laws of the United States and other countries and by international treaty provisions. Ubicquia or its licensors retain ownership of all right, title, and interest, including all Intellectual Property Rights, in and to the Documentation, Content, and Software, including copies, improvements, enhancements, derivative works, and modifications thereof, regardless of form or media. You do not have or receive any title or interest in or to the Documentation, Software, or Content, or the Intellectual Property Rights contained therein through Your use of the Software or otherwise unless such rights are expressly granted to You in writing by Ubicquia. Your rights to Use the Software are limited to those expressly granted by this EULA, and Ubicquia retains all rights not explicitly granted herein. Except for the express licenses provided herein, this EULA does not grant You any rights under any of Licensor's patents, copyrights, trade secrets trademarks, or other Intellectual Property Rights. All trademarks, service marks, trade names, logos, and the goodwill associated therewith included or displayed in the Documentation, Software, or Content are the exclusive property of Ubicquia or their respective holders. You are not permitted to use any of the trademarks, service marks, trade names, and logos without the applicable prior written consent of Ubicquia or such respective holders.

## **IX. USE OF SOFTWARE BY AUTHORIZED USERS**

You may permit Your Authorized Users to Use the Software licensed to You under this EULA if such Use is solely: (i) on Your behalf, (ii) for Your internal operations, and (iii) in compliance with this EULA. You agree that You are liable for any breach of this EULA by that Authorized User.

## **X. TERM AND TERMINATION**

This EULA shall remain in full force and effect until terminated or until the expiration of the applicable license or subscription term. You may terminate the EULA at any time by discontinuing Your Use of, and destroying all copies of, the Documentation, Content, and Software and, if prior to the expiration of the applicable license or subscription term, by providing written notice to Ubicquia. Ubicquia will immediately terminate this EULA if: (i) You fail to comply with any term of the EULA; (ii) if You fail to pay any portion of the applicable license fees and You fail to cure that payment breach within thirty (30) days of notice; (iii) You make any voluntary arrangement with creditors for the general settlement of debts or become subject to the supervision of a bankruptcy; or (iv) have an order made against You, or You pass a resolution, for winding-up or have a lien holder take possession or have a receiver or similar officer appointed over all or substantially all of Your property or assets. Upon termination of this EULA, You shall destroy all copies of Documentation, Content, and Software in Your possession or control. The provisions that by their nature continue and survive will continue and survive any termination or expiration of this EULA, including those set forth in Sections VII, VIII, X, XII, XIII, XIV, XV, XVI, XVII and XVIII.

## **XI. AUTOMATIC UPDATES AND UPGRADES, ADDITIONAL COPIES**

From time to time, Ubicquia may at its sole discretion, provide automatic Updates to the Software. YOU HEREBY CONSENT TO ANY SUCH AUTOMATIC UPDATES. Automatic Updates may be automatically installed without providing any additional notice to You or receiving Your additional consent. If You do not consent, Your remedy is to stop using the Software. Notwithstanding any other provision of this EULA, You are not permitted to Use Software enhancements or upgrades (“Upgrades”) or Updates unless You, at the time of acquiring such Update or Upgrade: (i) already hold a valid license to the original version of the Software, are in compliance with such license, and have paid the applicable fee, if any, for the Upgrade; (ii) limit Your Use of Upgrades or copies to Use on devices You own or control; and (iii) unless otherwise provided in the Documentation, make and Use additional copies solely for backup purposes, where backup is limited to archiving for restoration purposes.

## **XII. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES**

- A. **Limited Warranty.** Ubicquia warrants that the Software will substantially conform to the applicable Documentation for ninety (90) days following the date the Software is made available to You for Your Use. This warranty does not apply if the Software, Ubicquia Product, or any other equipment upon which the Software is authorized to be used: (i) has been altered, except by Ubicquia or its authorized representative; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Ubicquia; (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (iv) is licensed for beta, evaluation, testing, or demonstration purposes or other circumstances for which Ubicquia or the applicable Approved Source does not receive a payment of a purchase price or license fee; or (v) has not been provided by Ubicquia or an Approved Source. Ubicquia will use commercially reasonable efforts to deliver to You Software free from any viruses,

programs, or programming devices designed to modify, delete, damage, or disable the Software or Your data.

- B. **Exclusive Remedy**. At Ubicquia's option and expense, Ubicquia shall repair, replace, or cause the refund of the Software license fees paid for non-conforming Software. This remedy is conditioned on You providing written notice of the non-conformance to Ubicquia or the applicable Approved Source within the warranty period. Ubicquia or the applicable Approved Source may request that You return the Software, the Ubicquia Product, and/or Documentation as a condition of this remedy. This Section 12(b) is Your exclusive remedy under the warranty.
- C. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UBICQUIA AND ITS LICENSORS PROVIDE DOCUMENTATION, CONTENT, AND SOFTWARE "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. UBICQUIA EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR OTHER TERMS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES, REPRESENTATIONS, CONDITIONS, OR OTHER TERMS REGARDING ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, CAPACITY, PERFORMANCE, TITLE, AND NON-INFRINGEMENT. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SOFTWARE AND ITS FEATURES OR FUNCTIONALITY DOES NOT CONSTITUTE A WARRANTY OR REPRESENTATION. WITHOUT LIMITING THE FOREGOING, UBICQUIA DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OPERATE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA OR THAT ALL ERRORS WILL BE CORRECTED. IN ADDITION, UBICQUIA DOES NOT WARRANT THAT THE SOFTWARE OR ANY EQUIPMENT, SYSTEM, OR NETWORK ON WHICH THE SOFTWARE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. NO AGENT OF LICENSEE IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF LICENSOR AS SET FORTH IN THIS EULA.

### **XIII. IDEMNIFICATION**

- A. **By Ubicquia**. Ubicquia shall defend You against any third-party claim, demand, suit, action, or proceeding (provided that such third party is not affiliated with You) brought against You alleging that Your use of the Software directly infringes a third party's patent, copyright, trademark, or trade secret and indemnify You against damages finally awarded against You by a court of competent jurisdiction or settlements entered into by Ubicquia on Your behalf. As a condition to Ubicquia's obligation, You must: (i) promptly give Ubicquia written notice of any claim; (ii) give Ubicquia sole control of the defense and settlement of such claim; and (iii) provide Ubicquia with all reasonable assistance, at Ubicquia's expense. If Ubicquia receives information about an infringement claim related to the Software, then Ubicquia may, at its option and expense: (a) obtain the right or license for Your continued use of the Software in accordance with these terms; (b) modify

the Software to make it non-infringing; or (c) terminate the applicable Software upon written notice to You and refund any pro rata portion of any prepaid Fees paid to Ubicquia for the terminated Software for the remainder of the unexpired subscription term. Notwithstanding the foregoing, Ubicquia shall have no responsibility for, and no obligation to defend or indemnify You for, any claim resulting or arising from: (1) Non-Ubicquia Software; (2) modifications of the Software that were not performed by or on behalf of Ubicquia; (3) the combination, operation, or use of the Software with hardware, software, services, or processes not provided by Ubicquia; (4) Ubicquia's compliance with any of Your written specifications or directions, including the incorporation of any materials, processes, or third party products provided by or requested by You or on Your behalf; (5) use of non-current or unsupported versions of the Software; (6) trial, beta, or evaluation Software or Software for which You have not been charged a fee. This paragraph states Ubicquia's sole obligation and exclusive liability and Your sole remedy for any third-party claims of infringement of any intellectual property or proprietary right.

- B. **By Licensee.** You agree to indemnify, defend, and hold harmless Ubicquia and its licensors and suppliers and their respective affiliates, officers, employees, directors, agents, or licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees) that such parties may incur as a result of, or arising from, a violation of this EULA. Your duty to indemnify and defend under this paragraph is contingent upon: (i) You receiving prompt written notice of the third-party claim or action for which You must indemnify Ubicquia (but Ubicquia's failure to promptly notify will only affect Your obligation to the extent that such failure prejudices Your ability to defend the claim); (ii) You having the right to solely control the defense and resolution of such claim or action (except that You may not settle any claim against Ubicquia unless it unconditionally releases Ubicquia of all liability); and (iii) Ubicquia's cooperation with You in defending and resolving such claim or action, at Your expense.

#### **XIV. CONFIDENTIALITY**

You shall not disclose to any third party, or use in any manner not expressly permitted herein, any Confidential Information. You agree to take all reasonable measures to protect Confidential Information and prevent unauthorized disclosure thereof, which measures shall be at least as stringent as those measures You take to protect Your own confidential information of like kind. Without in any way limiting the foregoing, You shall restrict access to Confidential Information, including the Software, Content, and Documentation, to Your employees and individual third party contractors who have executed a written agreement with You sufficient to protect Confidential Information in accordance with the provisions of this EULA and who have a "need-to-know" to carry out Your directed Use of the Documentation, Content, and Software. Notwithstanding the above, all Confidential Information, and any documents and other tangible objects containing or representing Confidential Information, and all copies thereof shall be and remain the property of Ubicquia.

#### **XV. EXPORT RESTRICTIONS**

The Software, Documentation, Content, and Confidential Information are subject to U.S. export control laws and regulations, and may be subject to export or import regulations in other countries. You that you will not export, re-export, or transfer the Software, Documentation, Content, or Confidential Information or any products developed with or utilizing the Software, Documentation, Content, or Confidential Information, in violation of any applicable laws or regulations of the United States or the country where the Software, Documentation, Content, or Confidential Information were obtained. You are responsible for obtaining any licenses or authorizations required to export, re-export, transfer, or import the Software, Documentation, Content, or Confidential Information. In addition to the above, the Software, Documentation, Content, and Confidential Information may not, in the absence of authorization by U.S. and local law and regulations, as required, be used by or exported or re-exported to: (i) any U.S. sanctioned or embargoed country, or to nationals or residents of such countries; or (ii) any person, entity, organization or other party identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons List, or the Department of State's Debarred Parties List, as published and revised from time to time; or (iii) any party engaged in nuclear, chemical/biological weapons, or missile proliferation activities. The Software may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

## **XVI. US GOVERNMENT END USERS**

The Software and Documentation were developed at private expense and are "Commercial Items(s)" as defined in 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 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms herein. If You are licensing the Software for acquisition by the U.S. Government or any contractor therefor, You must license consistent with the policies set forth in 48 C.F.R. §§ 12.211 and 12.212 (for civilian agencies), and 48 C.F.R. §§227.7202-1, 227.7202-3 and 252.227-7015 (for the Department of Defense), and their successors.

## **XVII. MISCELLANEOUS**

- A. **Governing Law and Jurisdiction**. This EULA shall be governed by the laws of the State of Florida, including its Uniform Commercial Code, without reference to conflicts of laws principles. Any action or proceeding relating to this EULA must be brought in a federal or state court located in Florida, and each party irrevocably submits to the jurisdiction and venue of any such claim or dispute, except that Ubicquia may seek injunctive relief in any court having jurisdiction to protect its Confidential Information or Intellectual Property Rights. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. In addition, no person who is not a party to the EULA shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999. Regardless of the above governing law, either party



may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

- B. **Arbitration.** If You are a resident of the United States, then any dispute arising out of Your use of the Software, Documentation, Content, or Confidential Information, or any dispute arising out of the terms of this EULA, including or concerning the interpretation, violation, invalidity, non-performance, or termination, shall be submitted to final and binding arbitration by one arbitrator of Judicial Arbitration Mediation Services, Inc. ("JAMS"), subject to the U.S. Federal Arbitration Act and federal arbitration law, and according to the JAMS Streamlined Arbitration Rules and Procedures ("JAMS Rules") that are in effect at the commencement of the subscription term, wherein the one arbitrator is to be appointed in accordance with JAMS Rules. The arbitration proceeding shall take place in the State of Florida and shall be governed by the laws of the State of Florida in accordance with the previous Governing Law and Jurisdiction paragraph 18.1. You shall not request the arbitrator to render, and the arbitrator shall have no power to render, any decision or award except as provided in this EULA. The prevailing party will be entitled to an award of all fees, costs and expenses of the arbitration and the arbitrator. You agree that any suit, action or proceeding required to enforce any arbitration award rendered pursuant to this binding arbitration shall be brought in the courts of Florida, and You irrevocably submit to the jurisdiction of such courts for the purpose of any such suit, action, proceeding, or judgment.
- C. **Injunctive Relief.** You hereby acknowledge that your breach of this EULA may cause irreparable harm and significant injury to Ubicquia in an amount that may be difficult to ascertain and for which a remedy at law may be inadequate. Accordingly, You that, in addition to any other rights and remedies it may have, Ubicquia shall have the right to seek injunctive relief in any court of competent jurisdiction to enforce Your obligations under this EULA.
- D. **Severability.** In the event any provision of this EULA is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired unless such validity would frustrate the purpose of this EULA, and a valid, legal, and enforceable provision of similar intent and effect shall be substituted for such invalid, illegal or unenforceable provision.
- E. **Assignment.** You may not assign any of Your rights or obligations under this EULA without Ubicquia's express written consent. Ubicquia may assign this EULA without Your consent provided that such assignment is to an Affiliate or pursuant to its merger or consolidation with or into, or the purchase of all its outstanding stock by, any other entity.
- F. **Waiver.** A waiver of any default hereunder or of any of the terms of this EULA shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed. The exercise of any right or remedy provided in this EULA shall be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited by this EULA.

- G. **Third Party Beneficiaries**. Licensors and suppliers of Ubiquiti and its affiliates are third party beneficiaries of this EULA, and thus this EULA is directly enforceable by such licensors and suppliers and their affiliates.
- H. **Statute of Limitations**. You agree that regardless of any statute or law to the contrary, any claim or cause of action You may have arising out of or related to use of the Software or this EULA must be brought within one (1) year after such claim or cause of action arose or be forever barred.
- I. **English Language**. The original of this EULA has been written in the English language, and the governing language of this EULA shall be English. You hereby waive and agree not to assert any right to have this EULA written in the language of Your place of residence, if other than English.
- J. **Binding**. This EULA shall be binding on, and shall inure to, the benefit of the heirs, successors, and assigns of the parties hereto. No modification to this EULA is binding, unless in writing and signed by a duly authorized representative of each party.
- K. **Entire Agreement**. Unless Ubicquia has provided separate, written, individual terms, this EULA represents the entire agreement between You and Ubicquia relating to the Software, Documentation, Content, and Confidential Information or any products developed with or utilizing the Software, Documentation, Content, or Confidential Information and: (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any acknowledgement or similar communication between the parties during the subscription term.