



## RESONON API TERMS OF USE

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8. To the maximum extent permitted by applicable law, you agree to hold harmless and indemnify Resonon and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from and against any third-party claim arising from or in any way related to your use of the Resonon API, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. Resonon shall use good faith efforts to provide you with written notice of such claim, suit or action.

9. MISCELLANEOUS. (a) This Agreement constitutes the entire agreement between Resonon and you concerning the subject matter hereof, and it may only be modified by a written amendment signed by an authorized executive of Resonon. (b) Except to the extent applicable law, if any, provides otherwise, this Agreement will be governed by the laws of the State of Montana, U.S.A., excluding its conflict of law provisions, and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and state courts sitting in the State of Montana (c) This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. (d) If any part of this Agreement is held invalid or unenforceable, that part will be

construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. (e) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. (f) Except as required by law, the controlling language of this Agreement is English. (g) You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms; Resonon may assign its rights under this Agreement without condition. (h) This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns. (i) The section headings and subheadings contained in this agreement are included for convenience only, and shall not limit or otherwise affect the terms of the API Terms of Use. Any construction or interpretation to be made of the API Terms of Use shall not be construed against the drafter. The API Terms of Use constitute the entire agreement between Resonon and you with respect to the subject matter hereof.

10. Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of the API Terms of Use, you and Resonon shall be and act independently and not as partner, joint venturer, agent, employee or employer of the other. You shall not have any authority to assume or create any obligation for or on behalf of Resonon, express or implied, and you shall not attempt to bind Resonon to any contract.