



These Axon Developer API Terms of Service ("Terms") describe your obligations when accessing or using Axon Enterprise, Inc.'s APIs (as defined below). By accessing or using Axon Developer APIs, you agree to comply with the Terms and that the Terms control the relationship between you and us.

The Terms do not grant you the right, license, access, permission, or other ability to use any of our software solutions, including, without limitation, our evidence and/or records management software or dispatch software ("Axon Services"). However, if you use the Axon Developer APIs in connection with any of such Axon Services, the terms, and conditions applicable to those software solutions will apply to your use.

Please note, you cannot use the Axon Developer APIs and cannot accept the Terms if you are not of legal age to form a binding contract with us or are barred from using or receiving the Terms under applicable law. If you are using or accessing the Axon Developer APIs on behalf of a company, legal entity, or any entity other than you individually, by using the Axon Developer APIs you represent and warrant you have full right and authority to bind such company or entity to the Terms.

In order to access the Axon Developer APIs, you may be required to provide certain information (such as identification or contact details) as part of the registration process, or as part of your continued use of the Axon Developer APIs. Any registration information you give to Axon will always be accurate and up to date and you will inform Axon promptly of any updates. Upon your successful registration, Axon will provide to you the required documentation outlining relevant information of the Axon Developer APIs.

In the Terms:

- "Axon" means Axon Enterprise, Inc., and its affiliates (but we also may refer to Axon as "we", "us", or "our" in the Terms)
- "you" or "your" means the individual, company, or legal entity that you represent
- "Parties" or "Party" means you and Axon collectively or each individually, respectively
- "API" means application programming interface.
- "Axon Developer APIs" means our publicly available application programming interfaces, software development kits (collectively, "SDK"), and related documentation, whether in beta or production release versioning, as may be modified from time to time and which may include one (1) or more of the following:
  - Axon's authored or community user authored comments, suggestions, or examples thereto;
  - developer forums;
  - sample applications, software source code, modules, code snippets, libraries, objects, controls, development environments, test harnesses and scripts,
  - debugging routines, simulation, or test response environments,
  - security credentials or security credential delivery or validation services,
  - certification processes,
  - development, training or
  - other technical documentation developed or furnished by Axon for use in connection with the Axon Developer APIs.



## 1 Using the APIs

**1.1 License.** Subject to your acceptance and compliance with the Terms, Axon grants you a non-exclusive, worldwide, revocable, non-transferable, non-sublicensable, limited license to use and access the Axon Developer APIs only as necessary to develop, test, and support an integration ("Integration") between Axon Services and your application ("Application") for the benefit of active users of your Application, (each, an "Active User"). For the avoidance of doubt, you shall not sell, rent, lease, sublicense, redistribute, or syndicate access to any of the Axon Developer APIs.

**1.2 Limitations.** We reserve the right to set and enforce limitations on your use of the Axon Developer APIs in our sole reasonable discretion to, for example, ensure stability and availability of the Axon Developer APIs. You agree to, and will not attempt to circumvent, such limitations implemented by Axon. If you require use of the Axon Developer APIs beyond the designated limits, you must obtain Axon's express written consent (and Axon may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use).

**1.3 Adherence to Terms.** You must comply with all restrictions set forth in the Terms and any Axon Developer API policies in all uses of the Axon Developer APIs. You agree to abide by all copyright notices, information and restrictions included in any Axon Developer API documentation and you hereby expressly waive any legal rights you may have to decompile or attempt to reverse engineer or otherwise derive code from any information accessible through the Axon Developer API or the Axon Services, including any claim that such activities constitute "Fair Use" or are for "interoperability purposes" under the Digital Millennium Copyright Act. If Axon believes, in its sole discretion, that you have violated or attempted to violate any term, condition or the spirit of the Terms, the license afforded to you pursuant to the Terms may be temporarily or permanently revoked, with or without notice to you.

**1.4 Monitoring; Security.** The Axon Developer APIs are designed to help you enhance the Application for use by Active Users. YOU AGREE THAT AXON MAY MONITOR USE OF THE INTEGRATION TO ENSURE QUALITY, IMPROVE THE SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS. This monitoring may include Axon accessing and using the Integration, for example to identify security issues that could affect Axon or its users. You will not interfere with this monitoring. Axon may use any technical means to overcome such interference. Axon may suspend your access to the Axon Developer APIs or Integration if Axon believes that you are in violation of the Terms. You will use commercially reasonable efforts to protect user information collected by the Integration, including personally identifiable information ("PII"), from unauthorized access or use and will promptly report to users of the Application any unauthorized access or use of such information to the extent required by applicable law.

## 2 Prohibitions

When using the Axon Developer APIs, you shall not (or allow those acting on your behalf to):

**2.1** use the Axon Developer APIs in any way other than as expressly permitted or granted under the Terms;

**2.2** alone or in conjunction with the Application, use the Axon Developer APIs in any way that results in or could result in any security breach with respect to Axon or any of its affiliates or a violation of any



applicable law or regulation or Axon's information technology security policies, as published by Axon from time to time;

**2.3** perform an action with the intent of introducing to the Axon Services any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature;

**2.4** interfere with, modify, disrupt, or disable features or functionality of the Axon Developer APIs or the servers or networks providing the Axon Developer APIs, including without limitation, any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Axon Developer APIs;

**2.5** reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from the Axon Developer APIs, the Axon Services, or any related software or information accessible therefrom, whether encrypted or not, except to the extent that this restriction is expressly prohibited by applicable law;

**2.6** sublicense, sell, rent, lease, distribute, redistribute, syndicate, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, the Axon Developer APIs or the Axon Services to any third party except as expressly permitted herein (consequently, you will not create an Integration that functions substantially the same as the Integration and offer it for use by third parties);

**2.7** provide use of the Axon Developer APIs on a service bureau, rental or managed services basis or permit other individuals or entities to create links to the Axon Developer APIs or "frame" or "mirror" the Axon Developer APIs on any other server, or wireless or Internet-based device, or otherwise make available to a third party, any token, key, password, or other login credentials to the Axon Developer APIs; or

**2.8** take any action or inaction resulting in illegal, unauthorized, or other improper purposes.

### 3 Content

**3.1 Submission of Content.** The Axon Developer APIs allow the submission of content. Axon does not acquire any ownership of any intellectual property rights in the content that you submit to the Axon Developer APIs through the Integration. For the sole purpose of enabling Axon to provide, secure, and improve the Axon Developer APIs (and the related service(s)) and only in accordance with the applicable laws and Axon privacy policies, you give Axon a perpetual, irrevocable, worldwide, sub-licensable, royalty-free, and non-exclusive license to view, host, store or modify content submitted to the Axon Developer APIs.

**3.2 Prohibitions on Content.** Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit Active Users or others acting on its behalf, to do the following with content returned from the Axon Developer APIs.

**3.2.1** scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

**3.2.2** copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;



**3.2.3** misrepresent the source or ownership; or

**3.2.4** remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or course of material.

**4 Privacy.** By using the Axon Developer APIs, Axon may use submitted information in accordance with its privacy policies. Please go to <https://www.axon.com/privacy-policy> to view more information on Axon's privacy policies.

**5 Updates.** We will endeavor to provide twelve (12) months' notice prior to deprecating Axon Developer APIs that are actively being used by you or Active Users, but we reserve the right to reduce that timeline for situations including when the deprecated Axon Developer APIs have been inactive for three (3) months or more, or when necessary to address potential vulnerabilities to Axon's services and their delivery. Additionally, Axon may update or modify the Axon Developer APIs from time to time, and at its sole discretion (in each instance, and along with any deprecation, an "**Update**"). You are required to implement and use the most current version of the Axon Developer APIs and to make any changes to your services that are required as a result of such Update, at your sole cost and expense. Updates may adversely affect the manner in which the Application accesses or communicates with the Axon Developer APIs or the Integration. Your continued access or use of the Axon Developer APIs and/or Integration following an update or modification will constitute binding acceptance of the Update.

**6 Modification.** We may modify the Terms from time to time with or without notice to you, provided, however, we will post such updated Terms on our website, which modification(s) will become effective immediately. By continuing to use and access our Axon Developer APIs following us posting updated Terms to our website, you agree to comply with such updated Terms. If you do not agree to the modified terms for the use of the Axon Developer APIs, you shall discontinue use of the Axon Developer APIs. Except as provided above, no other modification or amendment to the Terms, nor any waiver of any rights under the Terms, will be effective unless in writing signed by us.

## **7 Brand Features; Attribution; Publicity**

**7.1 Brand Features.** "**Brand Features**" as used herein is defined as our trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. Except where expressly stated, the Terms do not grant you any right, title, or interest in or to the Brand Features. All use by you of the Brand Features (including any goodwill associated therewith) will inure to Axon's benefit.

**7.2 Attribution.** You agree to display all attribution required by the Axon Developer APIs. To that end, we grant you a nontransferable, non-sublicensable, nonexclusive, and revocable license to display Brand Features for the purpose of promoting or advertising that you use the Axon Developer APIs. Such use will be subject to our brand guidelines, which we may modify from time to time.

**7.3 Trademarks.** You shall not, and shall not allow any others to, create, register, or use any word, symbol, design, or domain name incorporating all or any part of Axon's Brand Features, any translation or transliteration thereof, or any trademark deceptively similar to Axon's trademarks. You shall immediately terminate any unauthorized registration activity and promptly execute and deliver to Axon such assignments and other documents required to transfer to such Party all rights to the registrations or applications.



**7.4 Publicity.** You shall not issue or release any press release, product brochure, sales presentation, financial report, material on any website, announcement, or other publicity or marketing materials related to the Terms or Axon Developer APIs or including the Brand Features without Axon's prior written consent in each case. All other public statements or releases require our written consent. Use of our name or logo is revocable for any reason or no reason at any time. You shall not at any time, both during the term and one year following the termination of the Terms (including any renewal terms), market or solicit the Integration (or any other similar Integration) to any other customers (whether current or future) other than Active Users of both the Application and Axon Services for any purpose, subject to Axon's written approval or applicable law.

**7.5 Promotional Use.** By using Axon Developer APIs, you grant us a perpetual, irrevocable, worldwide, sublicensable, and fully transferrable right and license to use depictions (including, without limitation, screenshots, video, or other content) from your Application and your company name and logo in the course of promotion, marketing, or demonstrating Axon Developer APIs or Axon Services.

**8 Confidentiality.** You will keep any credentials we provide you (e.g., passwords, keys, or usernames) confidential and prevent others from using such credentials, including, without limitation, embedding such credentials in open-source projects. The Axon Developer APIs and our communications to and with you may contain our confidential information, including, without limitation, any materials, communications, and information that are marked as confidential or that would be considered by a reasonable person to be confidential. You will not disclose our confidential information to any other individual, person, entity, company, or other party without our prior written consent. If you are required by a valid order issued by a court or governmental agency of competent jurisdiction to disclose any of our confidential information ("**Legal Order**"), you will provide us: (a) prompt written notice of such requirement so that we may seek a protective order or other remedy; and (b) reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, you remain subject to a Legal Order to disclose our confidential information, you may disclose, and, if applicable, may require your employees or other persons to whom such Legal Order is directed to disclose, no more than that portion of such confidential information which, on the advice of your legal counsel, such Legal Order specifically requires. If you remain subject to a Legal Order to disclose our confidential information, you will use commercially reasonable efforts to obtain assurances from the applicable court or agency that such confidential information will be afforded confidential treatment.

**9 Intellectual Property; Feedback.** As between you and us, Axon shall remain the sole and exclusive owner of all right, title, and interest in and to the Axon Developer APIs, the Axon Services, and Axon's other systems, and all derivatives, modifications, alterations, or translations thereof, whether made by Axon or any other party. Except as expressly set forth herein, Axon does not grant you, and you do not acquire, any license, ownership, or any right, including, without limitation, any right under any patent, know-how, copyright, trade secret, trademark, trade dress, logo, name, or other intellectual property owned or controlled by Axon or any related entity. You will not file any application or registration for any intellectual property right referring to, relying to, or otherwise incorporating Axon's intellectual property. If you provide us any feedback, suggestion, idea, or proposal, including, without limitation, any idea for new products, technologies, promotions, product names, product feedback or product improvements (collectively, "**Feedback**"), you give to Axon, without charge, royalties, or other obligation



to you, the right to make, have made, create derivative works, use, share, and commercialize the Feedback in any way for any purpose. You will not give Feedback that is subject to a license that requires Axon to license its software, technologies, or documentation to any third party because Axon includes your Feedback in them.

**10 Audit and Inspection Rights.** To ensure ongoing compliance, system security and privacy, Axon reserves the right, at its expense, to conduct reasonable periodic audits on the interface between the Application and Axon's systems. Axon may request an independent third-party audit to review your security and privacy practices. You agree to promptly remediate discovered, mutually agreed upon findings from any such audits.

**11 Non-Exclusivity.** You acknowledge and agree that the Terms are non-exclusive and that we may develop products or services that may compete with the Application, or any other products or services.

### **12 Term; Termination.**

**12.1 Termination.** You may stop using the Axon Developer APIs at any time with or without notice to us. If you want to terminate the Terms, you must provide us prior written notice and, upon termination, stop using the Axon Developer APIs. We may terminate your access to the Axon Developer APIs or these Terms at any time without further obligation to you.

**12.2 Post-Termination Obligations.** In the event the Terms are terminated or you discontinue using the Axon Developer APIs, you will immediately: stop using the Axon Developer APIs; return or destroy all of our confidential information; remove and terminate all promotional materials referencing us; stop using, licensing, supporting, advertising, marketing, and otherwise promoting the Integration; reconfigure and reprogram the Application to disable the Integration; discontinue use of the Brand Features; delete any cached or stored content that was permitted by the Terms; and, upon Axon's request, confirm to Axon in writing that you have fulfilled your obligations pursuant to this section.

### **13 Disclaimers; Limitation of Liability.**

**13.1 Disclaimers.** THE AXON DEVELOPER APIS ARE PROVIDED "AS IS", "WHERE IS", WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, AXON, ON BEHALF OF ITSELF AND ITS LICENSORS, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULTS OF USE, RELIABILITY, TITLE, INTERFERENCE WITH QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF THESE TERMS, COURSE OF DEALING OR USAGE OF TRADE. AXON DOES NOT WARRANT THAT THE AXON DEVELOPER APIS OR ANY OTHER AXON PRODUCT OR SERVICE PROVIDED HEREUNDER WILL MEET ANY OF YOUR REQUIREMENTS OR THAT USE OF SUCH APIS OR OTHER PRODUCTS OR SERVICES, OR YOUR ACTIVE USERS' USE OF THE INTEGRATION OR OTHER PRODUCTS OR SERVICES, WILL BE ERROR FREE, UNINTERRUPTED, SECURE, OR FREE OF VIRUSES, BUGS, DEFECTS OR ERRORS. AXON DOES NOT WARRANT THAT THE AXON DEVELOPER APIS WILL RETURN ACCURATE RESULTS, AND YOU ACKNOWLEDGE AND AGREE THAT THE AXON DEVELOPER APIS MAY MALFUNCTION. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND YOU MAY HAVE A WARRANTY RIGHT UNDER LAW WHICH MAY NOT BE WAIVED OR



DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE DATE YOU START USING OR ACCESSING THE AXON DEVELOPER APIS (UNLESS SUCH LAW PROVIDES OTHERWISE).

**13.2 Limitation of Liability.** IN NO EVENT SHALL AXON OR ANY OF ITS REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, DIRECT, (EXCEPT TO THE EXTENT BASED ON AXON'S INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY), INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THE TERMS OR AXON DEVELOPER APIS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

**14 Indemnification.** Unless you are a government agency located in the U.S. and are prohibited by applicable law from indemnifying Axon, you ("**Indemnifying Party**") will defend, indemnify and hold Axon and its affiliates, officers, directors, managers, members and employees (each, an "**Indemnified Party**") harmless against all losses and damages (including reasonable attorneys' fees) incurred in connection with any claim, demand, suit, or proceeding (each, a "**Claim**") made or brought against any Indemnified Party by a third party: (i) alleging that the Application, Integration, or any other good or service of the Indemnifying Party infringes, in whole or in part, any registered patent, trademark, copyright, or other intellectual property right of a third party; (ii) arising out of Indemnifying Party's gross negligence, willful misconduct, or breach of the Terms or applicable law; and (iii) arising out of any compromise of either the security, confidentiality, or integrity of the Application, Integration, or any other good or service of the Indemnifying Party, or the physical, technical, administrative, or organizational safeguards of the Application, Integration, or any other good or service of the Indemnifying Party, or a breach or alleged breach of the Terms relating to such privacy and data security practices. Axon will indemnify and hold you harmless against direct damages incurred in connection with a Claim brought by a third party against you alleging that the Axon Developer API or SDK infringes, in whole or in part, a registered patent, trademark, copyright, or other intellectual property right of a third party. This section shall survive the expiration or earlier termination of the Terms. Indemnifying Party shall not agree to any injunctive relief or settlement that obligates Indemnified Party to perform any obligation, make an admission of guilt, fault, or culpability, or incur any expense, without Indemnified Party's prior written consent. Indemnified Party shall have the right to obtain its own counsel.

## **15 General terms.**

**15.1 Relationship.** The relationship of the Parties is that of independent contractors and neither Party, including each Party's employees, shall be considered to be a partner, joint venture, employer, employee, general or special agent, legal representative, subsidiary, or servant of the other under the Terms for any purpose. The Terms do not create any agency in either Party, and neither Party has any authority whatsoever to bind the other Party in any transaction or make any representations on behalf of the other Party.

**15.2 Notice.** We may send you notices required or allowed by the Terms via email, which will be deemed delivered when sent. Notices required or allowed by the Terms sent by you must be sent by certified mail, Federal Express, DHL, or by cable (all postage and charges prepaid), to: Axon Enterprise,



Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255. Email notice is acceptable, provided that receipt is acknowledged by an authorized Axon contact, as identified in the applicable letter agreement or service order executed between the parties. Notice sent by you through U.S. mail is deemed delivered three (3) days after deposit with the U.S. Postal Service. Notice sent by you through Federal Express, DHL, or cable is deemed received on the day receipted for by Axon.

**15.3 Choice of Law; Venue.** If you are a government agency located in the U.S. and are prohibited by law from agreeing through contract that the laws of Arizona govern these Terms, the Terms shall be governed by, and construed in accordance with, the substantive laws and judicial decisions of the state in which you are located, without regard to conflict of laws principles; otherwise, the Terms shall be governed by, and construed in accordance with, the substantive laws and judicial decisions of the State of Arizona, without regard to conflict of laws principles. The Parties hereby acknowledge and agree that the Uniform Computer Information Transactions Act shall not apply to the Terms. If you are a government agency located in the U.S. and are prohibited by law from agreeing through contract that venue for any controversy or proceeding, judicial or otherwise, ("**Dispute**") shall be laid in Maricopa County, Arizona, venue for any Dispute instituted by either Party, shall be laid in the United States in the applicable state or federal courts located in the county in which you are located; otherwise, venue for any Dispute instituted by either Party, shall be laid in the United States in the applicable state or federal courts located in Maricopa County, Arizona. Each Party hereby irrevocably accepts and submits to the exclusive *in personam* jurisdiction of such court with respect to any such action, suit, or proceeding. The prevailing Party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

**15.4 Compliance with Laws.** You shall comply with all applicable laws, rules, and regulations.

**15.4.1 Export and Economic Sanctions Compliance.** You must adhere to all applicable U.S. and foreign export control laws (including, without limitation, the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by the U.S. and other governments) and will not export or re-export any controlled technology, commodities, or software, unless properly authorized by the U.S. and any other required governmental authority. You agree that neither you nor any of your employees or representatives are subject to U.S. or foreign trade or economic sanctions, listed on the Specially Designated Nationals List, or any other list maintained by the U.S. Department of Treasury's Office of Foreign Asset Control.

**15.4.2 FCPA.** You must not act in any fashion or take any action that will render Axon or any of its affiliates liable for a violation of the Foreign Corrupt Practices Act of 1977 ("FCPA"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality to assist you in obtaining or retaining business or in carrying out your duties and activities under the Terms or any similar law or regulation. Additionally, you must not receive or accept any payments or other benefits from any parties associated with the performance of your duties or other benefits under the Terms.

**15.4.3 Non-Discrimination and Equal Opportunity.** You must not discriminate against any person, whether employed by you or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for





employees, agents, subcontractors or others to be engaged by you or placed by or on behalf of you, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

**15.5 Assignment; Successors.** You cannot, without our prior written consent, assign the Terms. Our consent to an assignment of the Terms by you, if any, shall not constitute any consent to further assignment. We may assign the Terms with or without your consent and with or without notice to you. The Terms shall bind the Parties and their respective successors and permitted assigns. Any assignment in contravention of this subsection shall be void. For purposes of the Terms and for the avoidance of doubt, "assign" shall also include any assignment to a successor in interest who obtains all or substantially all of the assigning Party's assets through consolidation, merger, or acquisition.

**15.6 No Third-Party Beneficiaries.** The Terms are not intended to benefit any other person or entity except the named Parties hereto and no other person or entity shall be entitled to any of your rights hereunder by virtue of so-called "third-party beneficiary rights" or otherwise.

**15.7 Interpretation.** The Terms are executed in the English language and interpretation, or construction of the Terms must be based solely on the English language. Headings in the Terms are for reference purposes only and will not be used in its construction and/or interpretation. The Terms are a collaborative drafting effort, and the provisions of the Terms will not be construed against either Party as the purported drafter. Any reference in the Terms to a section refers to a section in the Terms unless otherwise specified.

**15.8 Miscellaneous.** The Terms contain the entire agreement and understanding of the Parties with respect to the subject matter of the Terms, and supersede all prior agreements or understandings, whether oral and written, with respect to such subject matter. If for any reason a court of competent jurisdiction determines that any provision of the Terms, or portion thereof, is unenforceable, the remainder of the Terms shall continue in full force and effect. No course of dealing, nor waiver by either Party of any of its rights under the Terms, nor any indulgence granted in respect of any failure of the other Party to perform all of its obligations hereunder, shall constitute or be deemed to constitute an amendment to the Terms or any waiver or indulgence of any subsequent breach or failure of the same or any other rights or obligations hereunder. No waiver of any right or obligation under the Terms shall be effective unless in writing and signed by an authorized representative of the Party intended to be bound. The rights and remedies of the Parties are cumulative and not alternative. The provisions of the Terms that by their nature are intended to continue indefinitely will survive expiration or earlier termination of the Terms and continue to apply.

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