

End User License Agreement

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9. **Indemnification by You.** If You modify the Software or use the Software in a manner not permitted by this Agreement, and, as a result, the Software comes to violate a copyright, trademark, trade secret, license or other proprietary right of any third party, then You will defend or settle, at Your own expense, any claim made by a third party against AirGon provided that: (a) AirGon has promptly notified You in writing after receiving notice of any such claim of infringement; (b) AirGon grants to You sole control of the defense of any action and all negotiations for its settlement; and (c) AirGon provides reasonable assistance to You in Your efforts to defend or settle any such claims. You will not be liable for any legal costs or expenditures incurred by AirGon.

10. Miscellaneous.

a. Severability / Governing Law. Should any provision of this Agreement be deemed by a court of competent jurisdiction to be invalid, void, ineffective, unenforceable, or unlawful, under present or future laws, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired or invalidated. The failure of either party to enforce any provision of this License will not be deemed a waiver of that party's right to later enforce that provision or any other provision. The Agreement is governed by the laws of the State of Alabama without giving effect to any choice of law rules that may require the application of laws of another jurisdiction. You agree that the state and federal courts of Madison County, Alabama will be the sole jurisdiction and venue for any dispute between You and AirGon and You agree to submit to the personal jurisdiction of such courts.

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