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Indemnification: To the maximum extent permitted by law, you will defend, indemnify and hold harmless Sensia, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, fines, sanctions, costs and expenses (including reasonable attorney's fees and costs) arising out of or accruing from (a) your use of Sensia Products, SDK, or Site, (b) Your Applications, (c) Your Application's infringement any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defamation of any person or violation of their rights of publicity or privacy, and (d) your breach of this Agreement.

Export: You shall not export, directly or indirectly, the SDK to any country for which the United States or any other country requires any export or import license or other governmental approval without first obtaining such license or approval. It shall be your responsibility to comply with such export laws, rules and regulations. You shall defend, indemnify, and hold harmless Sensia and its affiliates, or any of its or their respective directors, officers, employees,

licensors, supplier, vendors, business partners, or agents from and against any and all damages, fines, penalties, assessments, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of any claim the SDK was exported or otherwise shipped or transported by you in violation of applicable laws, rules and regulations.

Feedback: You may provide suggestions, comments, or other feedback (collectively, "**Feedback**") to Sensia with respect to its products and services, including Sensia Products and SDK. Feedback is voluntary and Sensia is not required to hold it in confidence. Sensia may use Feedback for any purpose without obligation of any kind. To the extent a license is required under your intellectual property rights to make use of the Feedback, you hereby grant Sensia an irrevocable, non-exclusive, perpetual, royalty-free, world-wide license to use the Feedback in connection with Sensia's business, including enhancement of Sensia Products, SDK and related products.

General: This Agreement and all disputes arising under it will be governed by and interpreted in accordance with the internal laws and will be subject to the exclusive jurisdiction of the courts of the state, province, or other governmental jurisdiction in which Sensia's principal place of business resides but specifically excluding the provisions of the 1980 UN Convention on Contracts for the International Sales of Goods. You consent and submit to the personal jurisdiction of those courts for the purposes of any action related to this Agreement, and to extra-territorial service of process. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement. The provisions of this Agreement shall be deemed severable. If any provision of this Agreement shall be held unenforceable by any court of content jurisdiction, it shall be severed from this Agreement and the remaining provisions shall remain in full force and effect. No course of dealing or usage of trade by or between the Parties shall be deemed to affect any such amendment or modification. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, or a waiver of any other, different or subsequent breach. Nothing in this Agreement shall create in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other Party and nothing in this Agreement shall be construed to create any agency, joint venture or partnership. This Agreement sets forth the entire Agreement between the parties and supersedes prior proposals, agreements and representations between them related to the subject matter hereof, whether written or oral. No modifications or amendments to this Agreement will be binding upon the parties unless made in writing and duly executed by duly authorized representatives of both parties.

This Agreement may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent) and your acceptance will be deemed binding between us. You will not contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.