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This TOU governs your access to and use of the Software. This TOU gives you specific legal rights, and you may also have other legal rights in addition, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under this TOU will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of this TOU may not apply to you.

THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING THE SOFTWARE, YOU ARE ACCEPTING AND AGREEING TO THIS TOU ON BEHALF OF YOURSELF, YOUR EMPLOYER OR THE ENTITY YOU REPRESENT IN CONNECTION WITH THE ACCESS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THIS TOU ON BEHALF OF YOURSELF, YOUR EMPLOYER OR THE LEGAL ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE SOFTWARE AND TO ENTER INTO THIS TOU. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD CEASE ACCESSING OR USING THE SOFTWARE. YOUR CONTNUED USE OF THE SOFTWARE INDICATES YOUR AGREEMENT TO THIS TOU.

1. License.

Subject to and conditioned upon your strict compliance with the terms of this TOU, Company hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Software during the term of this TOU, in accordance with the terms and conditions herein.

2. Restrictions.

You agree not to, and you will not permit others to, (a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit any portion of the Software or make the Software available to any unauthorized third party, (c) use any portion of the Software on any device or computer other than a device or computer that you own or is otherwise controlled by you, (d) remove, obscure or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Software, (e) modify, make derivative works of, disassemble, decompile or reverse engineer any part of the Software (except to the extent applicable laws specifically prohibit such restriction for interoperability purposes, in which case you agree to first contact Company and provide Company an opportunity to create such changes as are needed to achieve interoperability), or (f) disclose to any third party or publicize the results of any performance or functional evaluation of any portion of the Software without Company’s prior written approval.

3. Automatic Software Updates.

Company may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Software or to make additional services, features or functionality available to you (“Updates”). Updates may be automatically installed in the Software without prior notice and you hereby agree to the installation of such Updates. If you do not want to receive Updates, your remedy is to stop using the Software. If you do not cease using the Software, you will receive Updates automatically.

You acknowledge that you may be required to install Updates to use the Software and you agree to promptly install any Updates that Company provides. You acknowledge that the installation of Updates may require downloading browser updates, clearing and refreshing operating system and browser caches, and/or reauthentication requiring users to log-out and subsequently log-in.

4. Ownership.

As between the parties, except for the rights expressly granted to you hereunder, Company retains exclusive ownership of the Software, and all intellectual property and proprietary rights recognized anywhere in the world therein. Company and its licensors reserve all rights in and to the Software not expressly granted to you in this TOU and this TOU does not grant any rights or licenses by implication. The use of the Software is licensed to you, not sold by Company. Any and all suggestions, comments and feedback provided by you to Company relating to the Software (“Feedback”) shall belong to Company. Company may use, copy, modify, publish, and redistribute Feedback for any purpose and in any way without any compensation to you.

5. Term and Termination.

This TOU is effective on the date you first use the Software and shall continue for as long as you use the Software, unless this TOU is terminated under this Section 5. This TOU will automatically terminate upon the termination of the agreement between you and Company, or the termination of the agreement between Company and the Customer that provided access to the Software to you. Company may terminate this TOU at any time if you fail to comply with any terms hereof. You may terminate this TOU effective immediately upon written notice to Company. Upon expiration or any termination of this TOU, the license granted hereunder will terminate and you must immediately cease all use of the Software. The terms of Sections 4 through 15 (inclusive) of this TOU will remain in effect following any termination of this TOU.

6. Warranty Disclaimer.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY PROVIDES THE SOFTWARE “AS-IS” AND DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. COMPANY DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE SOFTWARE. COMPANY MAKES NO WARRANTY THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL CODE, TIMELY, SECURE, OR ERROR-FREE. USE OF THE SOFTWARE AND/OR INFORMATION GENERATED BY THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND COMPANY DISCLAIMS) ANY AND ALL LOSS, LIABILITY AND DAMAGES ARISING FROM A USER’S USE OF THE SOFTWARE OR ANY COMPUTER, MOBILE DEVICE OR OTHER PRODUCT CONNECTED TO OR USED WITH THE PRODUCT.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR (A) ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST OR CORRUPTED DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE SOFTWARE, EVEN IF COMPANY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, (B) THE COST

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8. Confidentiality.

As used herein, “Confidential Information” means Company’s non-public or proprietary information, knowledge and data that relates to its actual or anticipated business, services, products and/or finances including, without limitation, methods, designs, ideas, techniques and processes, business strategies, customer lists, price lists, scientific and technical specifications and documentation and trade secrets, disclosed by, or obtained from, Company, either directly or indirectly, in writing, orally or visually, including, any information a reasonable person would understand to be confidential under the circumstances. Confidential Information does not include information that: (a) was previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain prior to the date of disclosure; (c) is disclosed to you by a third party who is not subject to an obligation of confidentiality with respect to such information; or (d) is independently developed by you without access to the Confidential Information. Without limiting the foregoing, Company’s Confidential Information includes the Software and any documentation related thereto.

You shall use your best efforts to preserve and protect the confidentiality of the Confidential Information at all times, both during the term hereof and thereafter. Without limiting the generality of the foregoing, trade secret information and/or source code you receive shall be held in confidence in perpetuity. You shall not disclose, disseminate or otherwise make available Confidential Information to any unauthorized third party without the prior written consent of Company. You shall not use any Confidential Information other than to the extent necessary to exercise the rights granted to you hereunder. You shall notify Company in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this TOU, and you shall cooperate with Company in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you shall (a) immediately notify Company prior to such disclosure to allow Company an opportunity to contest the disclosure, (b) assert the privileged and confidential nature of the Confidential Information, and (c) cooperate fully with Company in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

You acknowledge that the Software contains valuable trade secrets and proprietary information of Company and that any unauthorized disclosure or use of Confidential Information will constitute a material breach of the Agreement and cause substantial harm to Company for which damages would not be a fully adequate remedy. Therefore, in the event of any such breach (or threatened breach), in addition to other available remedies, Company shall have the right to obtain injunctive relief in any court of competent jurisdiction without the necessity of posting a bond.

9. For U.S. Government End Users.

The Software is a “commercial item,” as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R.

227.7202-1 through 227.7202-4 (JUNE 1995), the Software is provided to U.S. Government end users only as a commercial end item and with only those rights as are granted to all other customers pursuant to the terms and conditions herein.

10. Governing Law; Venue.

This TOU is governed by the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. Any action or proceeding relating to this TOU must be brought in a federal or state court located in Los Angeles County, California and each party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such claim or dispute, except that Company may seek injunctive relief in any court having jurisdiction to protect its intellectual property rights or Confidential Information.

11. Assignment.

Neither the rights nor the obligations arising under this TOU are assignable by you, and any such attempted assignment shall be void and void and without effect.

12. Notices.

Any notice to you may be provided by email to the address that you registered with Company or such other email address as you may provide.

13. Severability.

If any provision of this TOU is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

14. Waiver.

All waivers by Company will be effective only if in writing. Any waiver or failure by Company to enforce any provision of this TOU on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15. General.

The Software is deemed irrevocably accepted upon your use of the Software. Company will have no responsibility to provide maintenance or support services with respect to the Software. You acknowledge and agree that you and Company are independent contractors and that neither party is an agent of the other.

The headings of Sections of this TOU are for convenience and are not to be used in interpreting this TOU.

Except as otherwise provided in this section, no amendment to this TOU will be valid unless agreed to in writing signed by you and Company.

This TOU constitutes the entire agreement between you and Company with respect to the Software and supersedes any and all prior agreements between you and Company relating to the Software.

18. Questions or Additional Information.

If you have questions regarding this TOU, please contact Company at pmtx-support@resonant.com.