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13.1   SUBMISSION TO BINDING INDIVIDUAL ARBITRATION. PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO SUBMIT TO BINDING INDIVIDUAL ARBITRATION OF ALL DISPUTES, EXCEPT FOR THOSE THAT INVOLVE INTELLECTUAL PROPERTY DISPUTES AND EXCEPT THOSE THAT CAN BE BROUGHT IN SMALL CLAIMS COURT. THIS MEANS YOU ARE WAIVING YOUR RIGHT TO HAVE SUCH DISPUTES RESOLVED IN COURT BY A JUDGE OR JURY. THIS SECTION WAIVES YOUR RIGHT TO HAVE YOUR DISPUTE HEARD AND RESOLVED AS A CLASS ACTION, CLASS ARBITRATION, OR A REPRESENTATIVE ACTION.

13.2   Arbitration. Any dispute or claim, in law or in equity, arising out of or relating to this Software License Agreement or any relationship between the parties, no matter how described, pleaded or styled, shall be resolved through final, binding arbitration under the substantive and procedural requirements of the Federal Arbitration Act. The arbitration shall be conducted by a single, neutral arbitrator chosen by the parties, and conducted in Arapahoe County, Colorado. The arbitration shall be conducted under the Commercial Arbitration Rules of

the American Arbitration Association, If You are an individual and use the IONTRA Product or IONTRA Software for personal or household use, or if the value of the dispute is $75,000 or less whether or not You are an individual or how You use the IONTRA Product or IONTRA Software, its Supplementary Procedures for Consumer-Related Disputes will also apply, available at www.adr.org. Should either party refuse or neglect to choose an arbitrator or otherwise sincerely and in good faith participate in the arbitration process, then the arbitrator is empowered to proceed with one side alone. The parties agree that the arbitrator, and not a court, shall have exclusive jurisdiction over the interpretation, validity, and scope of this arbitration agreement. Subject to the above terms and subsection 12.3, neither party shall file or maintain any lawsuit in any court against the other, and the parties agree that any suit filed in violation of this Agreement shall be dismissed by the court in favor of an arbitration conducted pursuant to this Software License Agreement. Each party shall bear its own expenses and the parties shall equally share the arbitration filing fee, arbitrator's compensation, facilities fees, and other administrative fees. However, if the claim or defense of either party is upheld by the arbitrator in all material respects, then the prevailing party shall be promptly reimbursed by the other party for its reasonable attorneys' fees and disbursements, the reasonable costs of its experts and witnesses, and all other fees, costs and expenses of the arbitration. Any award of the arbitrator shall be in writing and shall state the reasons for the award. Any remedy available from a court under the law shall be available in the arbitration. Judgment upon an award may be entered in any Court having competent jurisdiction. Any judgment therein may be enforced in any court having jurisdiction. The parties, their representatives and participants and the arbitrator shall hold the existence, content and result of the arbitration in confidence, except to the limited extent necessary to enforce a final settlement agreement or to obtain or enforce a judgment on an arbitration decision and award. If any provision of this arbitration agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Software License Agreement. If this arbitration agreement is declared unenforceable and cannot be administered, interpreted, or modified to be enforceable, the parties agree any such dispute shall be commenced and maintained exclusively in the state or federal courts in the Arapahoe County Colorado and the parties each consent to the personal jurisdiction of said courts. Any dispute or claim shall be brought solely in the party's individual capacity, and not as a representative, private attorney general or class member in any purported class action, representative proceeding, mass action or consolidated action.

13.3   Exceptions. You may also litigate any dispute in small claims court in Your county of residence or Arapahoe Colorado so long as the dispute meets all requirements to be heard in the small claims court and the matter advances on an individual (non-class) basis.

13.4   WAIVER OF JURY TRIAL. THE PARTIES UNDERSTAND THAT BY ENTERING INTO THIS SOFTWARE LICENSE AGREEMENT, BOTH PARTIES ARE GIVING UP THEIR CONSTITUTIONAL RIGHT TO A JURY TRIAL AND, IF APPLICABLE, ANY RIGHTS THEY MAY HAVE TO BRING ANY CLAIMS ON A CLASS, REPRESENTATIVE, CONSOLIDATED OR MASS ACTION BASIS.

13.5   Immediate Relief.   Nothing herein shall prevent either party from seeking

immediate injunctive relief pursuant to the Emergency Measures of Protection procedures in the AAA Commercial Rules if, in its judgment, such relief is necessary to protect its interests prior to utilizing or completing this dispute resolution process. Such remedy shall be in addition to all other remedies, including money damages, available to such party at law or in equity.

14.   MISCELLANEOUS

14.1   <u>IONTRA Right to Innovate</u>. Nothing in this Agreement will impair IONTRA's right to distribute its products or technologies to companies that have products that perform the same or similar functions as, or otherwise compete with, Customer Products or any other products or technologies that You may develop, produce, market, or distribute.

14.2   <u>Entire Agreement</u>. This Software License Agreement, together with all other agreements entered into by You and Iontra, constitutes all Agreements between You and Iontra provided that this Agreement specifically governs Your use of the SOFTWARE, and completely replaces any prior agreements between You and IONTRA in relation to the SOFTWARE.

14.3   <u>Assignment</u>. You shall not have the right to assign this Software License Agreement or any of Your rights hereunder, or to delegate any of Your obligations hereunder, whether in whole or in part; any assignment or delegation to the contrary shall be deemed void from inception. IONTRA shall have the right to assign this Software License Agreement and any and all of its rights hereunder, and to delegate any and all of its obligations hereunder, to any third party.

14.4   <u>Severability</u>. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this Software License Agreement is invalid, then that provision will be removed from this Software License Agreement without affecting the rest of this Software License Agreement. The remaining provisions of this Software License Agreement will continue to be valid and enforceable.

14.5   <u>Governing Law</u>. This Software License Agreement, Your relationship with IONTRA under this Software License Agreement, and   all   related   disputes between the parties shall be construed under and controlled by the Laws of the State of Colorado, USA excluding its choice of Law principles that would require the application of the Laws of another jurisdiction, and the parties hereto hereby consent to exclusive jurisdiction and venue in Arapahoe County, Colorado, USA for any claims raised. Each Party hereby waives any claim that any legal proceeding brought in accordance with this section has been brought in an inconvenient forum or that the venue of that proceeding is improper. In no event shall this Software License Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods. Notwithstanding this, You agree that IONTRA shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

14.6   <u>Injunctive Relief</u>. You acknowledge and agree that any unauthorized copying, distribution, reproduction, disclosure, or use of any aspect of any SOFTWARE will immediately give rise to continuing irreparable injury to IONTRA inadequately compensable in damages at Law and, without prejudice to any other remedy available to IONTRA, shall entitle IONTRA to seek

injunctive relief without the necessity of posting a bond.

14.7 <u>EXPORT RESTRICTIONS</u>. THE SOFTWARE IS SUBJECT TO UNITED STATES EXPORT LAWS AND REGULATIONS. YOU MUST COMPLY WITH ALL DOMESTIC AND INTERNATIONAL EXPORT LAWS AND REGULATIONS THAT APPLY TO THE SOFTWARE. THESE LAWS INCLUDE RESTRICTIONS ON DESTINATIONS, USERS AND END USE. IN PARTICULAR, BUT WITHOUT LIMITATION, THE SOFTWARE MAY NOT BE EXPORTED OR RE-EXPORTED (A) INTO ANY U.S. EMBARGOED COUNTRIES OR (B) TO ANYONE ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS OR THE U.S. DEPARTMENT OF COMMERCE DENIED PERSON'S LIST OR ENTITY LIST. BY USING THE SOFTWARE, YOU REPRESENT AND WARRANT THAT YOU ARE NOT LOCATED IN ANY SUCH COUNTRY OR ON ANY SUCH LIST. YOU ALSO AGREE THAT YOU WILL NOT USE THE SOFTWARE FOR ANY PURPOSES PROHIBITED BY UNITED STATES LAW, INCLUDING, WITHOUT LIMITATION, THE DEVELOPMENT, DESIGN, MANUFACTURE, OR PRODUCTION OF NUCLEAR MISSILES OR CHEMICAL OR BIOLOGICAL WEAPONS.

14.8 <u>Notice</u>. Any notices relating to this Agreement shall be in writing. All notices will be deemed given (a) when delivered personally, (b) three business days after having been sent by commercial overnight carrier with written proof of delivery, and (c) five business days after having been sent by first class or certified mail, postage prepaid. A party may change its email or mailing address by giving the other written notice as described above.