

End User License Agreement (EULA)

AVIAN KNIGHTS

Last Modified:

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XII. CONTROLLING LAW AND SEVERABILITY

A. **NEGOTIATIONS.** Disputes can be expensive and time consuming for both parties. In an effort to accelerate resolution and reduce the cost of any dispute or claim related to this License Agreement ("**Claim**"), you and Alan-1 agree to first attempt to informally negotiate any Claim for at least thirty (30) days (except those Claims expressly excluded in Section XII.B below). Alan-1 will send its notice to the address it has on file to the extent that you have provided additional contact information to Alan-1. Otherwise, Alan-1 will send its notice to the email address associated with your Account. You will send your notice via email to legal@alan-1.com Alan-1 Attn: Legal Department. Please note that this informal resolution procedure does not suspend any statutory limitation periods applicable to the bringing of a Claim.

B. **EXCEPTIONS TO NEGOTIATIONS.** To the extent permitted under applicable law, you and Alan-1 agree that the following Claims are not subject to the above provisions concerning negotiations: (i) any Claims seeking to enforce or protect, or concerning the validity of, any of your or Alan-1s' intellectual property rights; (ii) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (iii) any claim for equitable relief. To the extent applicable, you further agree not to bring Claims on a representative or class member

basis, or as a private attorney general. In addition to the foregoing, either party may assert an individual action in small claims court (or equivalent) for Claims that are within the scope of such courts' jurisdiction in lieu of litigation.

C. **GOVERNING LAW.** This EULA will be governed by and construed in accordance with the UNIDROIT "Principles of International Commercial Contracts". In the event of any dispute arising out or in connection with this Agreement, the Parties agree to submit the matter to settlement proceedings under the ICC ADR rules. If the disputes has not been settled within forty five (45) days following the filing of a Request for ADR or with such other period as the Parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules of Arbitration. The seat of the arbitration court shall be in Paris, and the language of the ADR and arbitration shall be English. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this EULA shall continue in full force and effect.

XIII. MISCELLANEOUS

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XVI. ENTIRE AGREEMENT

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