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10. System requirements

The Licensee's technical environment needs to meet certain minimum system requirements. For more Information see the respective product description on our website (www.celemony.com). If these system requirements are not met, the Licensed Software may not run properly.

11. Governing law and Jurisdiction

Most issues can be resolved simply by contacting us and we encourage you to do so. However, the following rules apply in case we are not able to resolve the dispute informally:

11.1. If you are a EU, UK or EEA resident or registered business:

This License Agreement shall be governed by the laws of Germany without regard to its conflict of law rules. The Convention on Contracts for the International Sale of Goods shall not apply. If the Licensee is considered to be a consumer by applicable law, this choice of law shall only apply to the extent that applicable consumer protective laws of his/her state of residence shall remain untouched.

11.2. If you are a resident or registered business outside of the US, UK, EU, EEA and Switzerland:

This License Agreement shall be governed by the laws of Germany without regard to its conflict of law rules. The Convention on Contracts for the International Sale of Goods shall not apply.

11.3. If you are a U.S. resident or registered business:

This License Agreement shall be governed by the laws of New York without regard to its conflict of laws rules and you consent to the exclusive jurisdiction of the state and federal courts located in New York County. The Convention on Contracts for the International Sale of Goods shall not apply.

You waive any claim of inconvenient forum and any right to a jury trial. To the maximum extent permitted by applicable law, you agree to not (1) seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity; or (2) consolidate or combine individual proceedings or permit an arbitrator to do so without the express consent of all parties to this License Agreement and all other actions or arbitrations.

YOU AGREE THAT ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OR RELATING TO THIS LICENSING AGREEMENT SHALL BE SETTLED BY BINDING INDIVIDUAL ARBITRATION CONDUCTED BY THE JUDICIAL ARBITRATION MEDIATION SERVICES, INC. ("JAMS") SUBJECT TO THE U.S. FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW AND ACCORDING TO THE JAMS STREAMLINED ARBITRATION RULES AND PROCEDURES.

This means that you agree to a dispute-resolution process where we submit any dispute to a neutral arbitrator (not a judge or jury) that makes the final decision to resolve the dispute. JAMS uses experienced professionals to arbitrate disputes which helps parties to resolve any disputes fairly, but more quickly and efficiently than going to court. The arbitrator may award the same remedies to you individually as a court could, but only to the extent required to satisfy your individual claim. The arbitrator's decision is final, except for a limited review by courts under the U.S. Federal Arbitration Act, and can be enforced like any other court order or judgment.

12. Severability Clause

If any provision of this License Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.