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Nexus Connect SDK Reference ApplicationNexus Connect SDK Reference Application Termination

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Arbitration Fees. The allocation and payment of all filing, administration and arbitrator fees will be governed by the American Arbitration Association ("**AAA**") rules which limit the amount a consumer is required to pay. If the arbitrator determines that Your Claims are not frivolous applying the standards of the Federal Rules of Civil Procedure, We agree to reimburse You the amount of all filing, administration and arbitrator fees You are required to pay for the arbitration.

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The arbitration will be conducted in the English language by a single arbitrator who is an attorney-at-law with experience in consumer and technology transactions and who is also a member of the AAA National Roster of Arbitrators. If You and We can't agree on a mutually acceptable arbitrator within fifteen (15) days after the arbitration is initiated, then the AAA will pick a neutral arbitrator who meets the qualifications. The AAA's rules are available at

www.adr.org, or by calling 1-800-778-7879 from inside the United States or +1-212-484-4181 from outside the United States.

Initiating Arbitration. To begin an arbitration proceeding, You must follow the procedures specified by the applicable AAA rules as described on their Web site at www.adr.org.

Time Restriction. YOU MUST FILE A COMPLAINT WITH THE AAA OR A PERMITTED COURT WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A CLAIM, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

Arbitration Process. Because appearing in person for arbitration can be unduly burdensome in the circumstances, arbitration under this Arbitration Provision shall not require any personal appearance by the parties or witnesses unless mutually agreed. Either or both parties may participate by written submissions, telephone calls, or other means of remote communication as allowed by the arbitrator.

The arbitration can only decide Claim(s) between You and Us, and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable AAA rules. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

In conducting the arbitration proceeding, the arbitrator will apply the law of the State of California (without regard to its conflicts of law provisions) including U.S. federal law for matters covered by federal law (e.g. the Federal Arbitration Act). At the request of any party, the arbitrator shall provide a brief written explanation of the basis for the decision and award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding on the parties except for any right to appeal under the AAA rules or the Federal Arbitration Act.

Recovery and Attorneys' Fees. If the arbitrator rules in Your favor on the merits of any Claim You bring against Us and issues You an award that is greater in monetary value than Our last written settlement offer made to You before written submissions are made to the arbitrator, then We will (i) pay You 150% of Your arbitration damages award, up to US\$1,000 over and above Your damages award; and (ii) pay Your attorneys, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that You or Your attorney reasonably incurred for investigating, preparing, and pursuing Your Claim in arbitration. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of such fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits. The right to attorneys' fees and expenses discussed above supplements any right to attorneys' fees and expenses You may have under applicable law, although You may not recover duplicative awards of attorneys' fees or costs. If You challenge the arbitrability of any Claim or otherwise pursue a Claim outside of arbitration, then this paragraph shall not apply and You will not have a right to enhanced damages or recovery of attorneys' fees hereunder.

Confidentiality. You and We shall keep confidential any information exchanged during the arbitration as well as the decision of the arbitrator made with respect to any Claim(s) arbitrated under this Arbitration Provision and, with the exception of disclosure to Your or Our attorneys, accountants, auditors, and other legal or financial advisors, neither party shall disclose such information or decision to any other person unless required to do so by law.

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