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17. Arbitration. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Albuquerque, New Mexico, USA, and may be conducted by telephone or online. The arbitrator shall apply the laws of the State of New Mexico, USA to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

18. Jurisdiction and Venue. The courts of Bernalillo County in the State of New Mexico, USA and the nearest U.S. District Court shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under this Agreement.

19. Force Majeure. Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their

fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this Agreement immediately without liability by ten (10) days written notice to the other.

20. Privacy Policy. Innobright agrees to treat Your private personally identifiable information in accordance with the terms of Innobright's then current privacy policy, which is incorporated herein for all purposes, and which is available for review at [INSERT URL]. By agreeing to the terms of this Agreement, You also agree to the terms of such privacy policy, as it may be updated from time to time.

21. Modifications. Innobright reserves the right, at its discretion, to change, modify, add or remove portions of this Agreement (or any additional terms and conditions or policies referenced herein), and we will post this Agreement (or such additional terms and conditions or policies) as so modified on the www.innobright.com homepage or one of its subpages. Your continued use of the Software following the posting of changes to this Agreement (or any such additional terms and conditions or policies) will mean You accept those changes.

22. Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the State of New Mexico, USA, USA, excluding rules regarding conflicts of law. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. The parties agree that the Uniform Computer Transactions Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement, and to the extent that UCITA may be applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.